

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of February 4, 1999

by and between

**NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY d/b/a BELL
ATLANTIC- RHODE ISLAND**

and

COX RHODE ISLAND TELCOM II, L.L.C. d/b/a COX COMMUNICATIONS

Dated: February 4, 1999

TABLE OF CONTENTS

Section	Page
1.0 DEFINITIONS	1
2.0 INTERPRETATION AND CONSTRUCTION	9
3.0 SCOPE	9
4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)	9
4.1 Scope	10
4.2 Physical Architecture	10
4.3 Technical Specifications	10
5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)	11
5.1 Scope of Traffic	11
5.2 Switching System Hierarchy	11
5.3 Trunk Group Architecture and Traffic Routing	12
5.4 Signaling	13
5.5 Grades of Service	14
5.6 Measurement and Billing	14
5.7 Reciprocal Compensation Arrangements Section 251(b)(5)	15
5.8 Municipal Calling Service	16
6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO SECTION 251(c)(2)	16
6.1 Scope of Traffic	16
6.2 Trunk Group Architecture and Traffic Routing	17
6.3 Meet-Point Billing Arrangements	17
7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC	18
7.1 Information Services Traffic	18
7.2 Tandem Transit Service	23
7.3 Dedicated Transit Service	24
7.4 911/E911 Arrangements	24
8.0 JOINT NETWORK CONFIGURATION AND GROOMING PROCESS, INSTALLATION, MAINTENANCE, TESTING AND REPAIR	25
8.1 Joint Network Configuration and Grooming Plan	25
8.2 Installation, Maintenance, Testing and Repair	26
8.3 Party Review	26

9.0	UNBUNDLED ACCESS – SECTION 251(c)(3)	26
9.1	Local Loop Transmission Types	26
9.2	ADSL and HDSL	28
9.3	Port Types	29
9.4	Interoffice Transmission Facilities	30
9.5	Limitations on Unbundled Access	37
9.6	Availability of Other Network Elements on an Unbundled Basis	38
9.7	Provisioning of Unbundled Loops	38
9.8	Maintenance of Unbundled Network Elements	51
9.9	True-up of Monthly Unbundled Loop Charges for Rhode Island	52
9.10	Acknowledgements Related to Unbundled Network Elements	53
10.0	RESALE – SECTIONS 251(c)(4) AND 251(b)(1)	54
10.1	Availability of Wholesale Rates for Resale	54
10.2	Availability of Retail Rates for Resale	54
10.3	Term and Volume Discounts	54
10.4	True-up to Final Rate	54
11.0	NOTICE OF CHANGES – SECTION 251(c)(5)	55
12.0	COLLOCATION – SECTION 251 (c)(6)	55
12.1	Collocation Pursuant to Applicable Tariffs	55
12.2	Collocation Provided at Comparable Rates, Terms and Conditions	55
12.3	Third-Party Leased Transport Facilities/Cross Connection	55
12.4	Fiber Optic Interconnection	55
12.5	Access to Alarm Signals	55
12.6	Third Party LEC Collocation	56
12.7	Collocation Requests	56
12.8	Outlets	56
12.9	Heating, Ventilation and Air Conditioning	57
13.0	NUMBER PORTABILITY – SECTION 251(b)(2)	57
13.1	Scope	57
13.2	Procedures for Providing INP Through Remote Call Forwarding	57
13.3	Procedures for Providing INP Through Route Indexing	58
13.4	Procedures for Providing INP Through Full NXX Code Migration	58
13.5	Other Interim Numbering Portability Options	59
13.6	Receipt of Terminating Compensation on Traffic to To INP'ed Numbers	59
13.7	True-up of Monthly INP Costs	60
14.0	NUMBER RESOURCE ASSIGNMENTS	60
15.0	DIALING PARITY – SECTION 251(b)(3)	60

16.0	ACCESS TO RIGHTS-OF-WAY – SECTION 251(b)(4)	60
17.0	DATABASES AND SIGNALING	61
18.0	REFERRAL ANNOUNCEMENT	61
19.0	DIRECTORY SERVICES ARRANGEMENTS	61
19.1	Directory Listings and Directory Distributions	62
19.2	Directory Assistance (DA) and Operator Services	63
19.3	Wholesale Busy Line Verification and Interrupt (BLV/I)	63
19.4	Direct Access to Directory Assistance (DADA)	64
19.5	Operator Emergency Bulletin Service	64
19.6	Operator Pass Through Service	64
20.0	COORDINATION WITH TARIFF TERMS/GENERAL RESPONSIBILITIES OF THE PARTIES	65
20.1	Applicable Tariffs	65
20.2	Compliance with Implementation Schedule	66
20.3	Information Exchange to Facilitate Interconnection/Traffic Completion	66
20.4	Requirement Forecasts	66
20.5	Binding Forecasts	66
20.6	Obligation to Provide Necessary Facilities	67
20.7	Interference	67
20.8	Responsibility for Services	67
20.9	Prevention of Unauthorized Use/Fraud	67
20.10	Responsibility for Administration of NXX Codes	68
20.11	Local Exchange Routing Guide	68
20.12	Designated Local Exchange Routing Guide	68
20.13	Traffic Routing Updates	68
20.14	Insurance	68
20.15	End User Repair Calls	68
21.0	TERM AND TERMINATION	69
21.1	Initial Term	69
21.2	Termination Agreement	69
21.3	Transitional Support	70
21.4	Remedies Set Forth are Non-exclusive and Cumulative	70
22.0	DISCLAIMER OF REPRESENTATIONS AND WARRANTIES/ DEFAULT	70
22.1	Default/Violations	70
23.0	CANCELLATION CHARGES	71

24.0	NON-SEVERABILITY	71
24.1	Agreement Mutually Negotiated	71
24.2	Conformance with Federal and State Law	71
25.0	INDEMNIFICATION	71
25.1	Claims by Third Parties	71
25.2	Notification and Cooperation	72
26.0	LIMITATION OF LIABILITY	72
26.1	Gross Negligence or Willful Misconduct	72
26.2	No Liability for Other Party's Conduct	72
26.3	Consequential Damages	72
26.4	Negligent Acts or Omissions: Limitation on Damages	72
27.0	PERFORMANCE STANDARD FOR SPECIFIED ACTIVITIES	73
27.1	Performance Standards	73
27.2	Performance Reporting	73
27.3	Performance Remedies	73
28.0	COMPLIANCE WITH LAWS/REGULATORY APPROVAL	74
28.1	Parties Will Comply with Applicable Laws	74
28.2	Agreement Will be Filed as Part of BA-RI's Section 271 Application	74
28.3	FCC Regulations Affecting Agreement	74
28.4	Modification of Agreement Due to Applicable Law or FCC	74
29.0	MISCELLANEOUS	75
29.1	Authorization	75
29.2	Compliance	75
29.3	Compliance with the Communications Assistance for Law Enforcement Act of 1994 (CALEA)	75
29.4	Independent Contractor	76
29.5	Force Majeure	76
29.6	Confidentiality	77
29.7	Choice of Law	78
29.8	Taxes	78
29.9	Assignment	78
29.10	Non-Waiver	78
29.11	Disputed Amounts	79
29.12	Notices	79
29.13	Publicity and Use of Trademarks or Service Marks	81
29.14	Section 252(i) Obligations	81
29.15	Joint Work Product	81
29.16	No Third Party Beneficiaries Disclaimer of Agency	81
29.17	No License	81
29.18	Technology Upgrades	82

29.0	MISCELLANEOUS (cont'd)	
29.19	Local Calling Area	82
29.20	Alternate Dispute Resolution	82
29.21	Survival	86
29.22	Scope of Agreement	86
29.23	Entire Agreement	86
29.24	Power and Authority	86
29.25	Audits and Inspections	86
29.26	Counterparts	87

LIST OF SCHEDULES AND EXHIBITS

Schedules

Schedule 1.0	CERTAIN TERMS AS DEFINED IN THE ACT
Schedule 4.0	NETWORK INTERCONNECTION SCHEDULE
Schedule 7.3.1	DEDICATED CABLE SUPPORT (DCS)
Schedule 8.2	PRODUCT INTERVAL SUMMARY
Schedule 27.2	PERFORMANCE REPORTS

Exhibits

Exhibit A	PRICING SCHEDULE
Exhibit B	NETWORK ELEMENT BONA FIDE REQUEST
Appendix A to Exhibit B	NETWORK ELEMENTS BONA FIDE REQUEST PRORATION CHART
Exhibit C	DIRECTORY ASSISTANCE AND INTRALATA OPERATOR SERVICES AGREEMENT
Appendix A to Exhibit C	INTERLATA OPERATOR SERVICE CALL TYPES

Appendices

Appendix A	REQUIRED INFORMATION
Appendix B	OPTIONAL SERVICES SELECTION FORM

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (Agreement), is effective as of February 4, 1999 (the Effective Date), by and between Cox Rhode Island Telcom II, L.L.C. d/b/a Cox Communications (Cox) a Delaware limited liability corporation and New England Telephone and Telegraph Company d/b/a Bell Atlantic-Rhode Island, a New York Corporation (BA-RI).

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services (as defined below) and Exchange Access (as defined below) to their respective Customers.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cox and BA-RI hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified in this Section 1.0. For convenience of reference only, the definitions of certain terms that are "As Defined in the Act" are set forth on Schedule 1.0. Schedule 1.0 defines such terms as of the date specified on such Schedule and neither Schedule 1.0 nor any revision, amendment or supplement thereof intended to reflect any revised or subsequent interpretation of any term that is set forth in the Act, is intended to be a part of or to affect the meaning or interpretation of this Agreement.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a state regulatory agency within its state of jurisdiction.

1.2 "Access Tandem" means a tandem switch that provides access to/from IXC's.

1.3 "Access Traffic" means traffic to/from an Access Tandem.

1.4 “ADSL” or “Asymmetrical Digital Subscriber Line” means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes as specified in ANSI standards T1.413-I995-007R2.

1.5 “Affiliate” is As Defined in the Act.

1.6 “Agreement” means this Interconnection Agreement under Section 251 and 252 of the Act and all Exhibits, Schedules, addenda and attachments referenced herein and/or appended hereto.

1.7 “Applicable Law(s)” means all laws, regulations and orders applicable to each Party’s performance of its obligations hereunder.

1.8 “As Defined in the Act” means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the PUC acting within its state of jurisdiction.

1.9 “As Described in the Act” means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the PUC acting within its state of jurisdiction.

1.10 “Automatic Number Identification” or “ANI” means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.11 “Busy Line Verification/Busy Line Verification Interrupt Traffic” or “BLV/BLVI Traffic” means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer’s Telephone Exchange Service line.

1.12 “Calling Party Number” or “CPN” is a Common Channel Interoffice Signaling (CCIS) parameter that refers to the number transmitted through a network identifying the calling party.

1.13 “Central Office Switch” means a switch used to provide Telecommunications Services including, but not limited to:

- (a) “End Office Switches” which are used to terminate Customer station loops for the purpose of interconnection to each other and to trunks; and

- (b) “Tandem Switch” or “Tandem Office” or “Tandem” is a switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers’ aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.14 "CCS" means one hundred (100) call seconds.

1.15 "CLASS Features" means certain CCIS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification; Call Return and future CCIS-based offerings.

1.16 "Commission" means the Rhode Island Public Utilities Commission (PUC).

1.17 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in equipment necessary for Interconnection or for access to Network Elements on an unbundled basis that has been installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is limited to the occupied structure or portion thereof in which such Housing Party has the exclusive right of occupancy. Collocation will be "physical," unless physical collocation is not practical for technical reasons or because of space/limitations, in which case "virtual" collocation will be provided, subject to PUC approval. In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation" the Housing Party owns, installs, and maintains equipment dedicated to use by the Collocating Party in the Housing Party's premises.

1.18 "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per trunk basis. Unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

1.19 "Cross-Connection" means a connection provided pursuant to Collocation at the Digital Signal Cross-Connect, Main Distribution Frame or other suitable frame or panel between: (i) the Collocating Party's equipment; and (ii) the equipment or facilities of the Housing Party.

1.20 "Customer" means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

1.21 "Dialing Parity" is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity. "Local Dialing Parity" means the ability of Telephone Exchange Service Customers of one LEC to select a provider and make local calls without dialing extra digits.

"Toll Dialing Parity" means the ability of Telephone Exchange Service Customers of a LEC to place toll calls (inter or intraLATA) which are routed to a

toll carrier (intraLATA or interLATA) of their selection without dialing access codes or additional digits and with no unreasonable dialing delay.

1.22 “Digital Signal Level” means one of several transmission rates in the time-division multiplex hierarchy used in the BA-RI and Cox networks.

1.23 “Digital Signal Level 0” or “DS0” means the 64 Kbps zero-level signal in the time-division multiplex hierarchy used in the BA-RI and Cox networks.

1.24 “Digital Signal Level 1” or “DS1” means the 1.544 Mbps level 1 signal in the time-division multiplex hierarchy defined above. In the time-division multiplexing hierarchy of the telephone network, DS1 is the result of the initial level of multiplexing.

1.25 “Digital Signal Level 3” or “DS3” means the 44.736 Mbps level 3 signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.26 “Direct Customer Access Service” or “DCAS” is an electronic interface system provided by BA-RI to facilitate the ordering, provisioning and maintenance of various interconnection arrangements.

1.27 “Exchange Message Record” or “EMR” means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. The EMR format is contained in the Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

1.28 “Exchange Access” is As Defined in the Act.

1.29 “FCC” means the Federal Communications Commission.

1.30 “Fiber-Meet” means an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

1.31 “HDSL” or “High-Bit Rate Digital Subscriber Line” means a transmission technology which transmits up to 784 Kbps simultaneously in both directions on a two-wire channel using a 2 Binary / 1 Quaternary (“2B1Q”) line code.

1.32 “Information Service Traffic” means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services switched voice platform.

1.33 “Integrated Digital Loop Carrier” or “IDLC” means a subscriber loop carrier system that integrates within the switch, at a DS1 level, twenty-four (24) local loop transmission paths combined into a 1.544 Mbps digital signal.

1.34 "Interconnection" is as Defined in the Act and refers to the connection of a network, equipment, or facilities, of one carrier with the network, equipment, or facilities of another for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

1.35 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.36 "Interim Telecommunications Number Portability" or "INP" is As Defined in the Act.

1.37 "InterLATA" Service is As Defined in the Act.

1.38 "Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

1.39 "IntraLATA Toll Traffic" means those intraLATA station calls that are not defined as Local Traffic in this Agreement.

1.40 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

1.41 "Local Traffic" means a call which is originated and terminated within a local service area as defined in Bell Atlantic-Rhode Island P.U.C. - RI Tariff No.15, Part A, Section 6. IntraLATA calls originated on a 1+ presubscription basis when available or a casual dialed (10XXX/101)O(XX) basis are not considered Local Traffic.

1.42 "Local Exchange Carrier" or "LEC" is As Defined in the Act.

1.43 "Local Loop Transmission" or "Loop" means the entire transmission path which extends from the network interface/demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer. Loops are defined by the electrical interface rather than the type of facility used.

1.44 "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.45 "Main Distribution Frame" or "MDF" means the distribution frame of the Party providing the Link used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

1.46 “Meet-Point Billing” or “MPB” means an arrangement whereby two or more LECs jointly provide to a third party the transport element of a Switched Exchange Access Service to one of the LECs’ End Office Switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their Exchange Access Tariffs. “Meet-Point Billing Traffic” means traffic that is subject to an effective Meet-Point Billing arrangement.

1.47 “Municipal Calling Service” is a calling service arrangement provided on a non-optional basis to municipalities served by more than one exchange or locality where toll charges would normally apply. Calls between exchanges or localities serving the same municipality are not chargeable as toll except for calls originating from coin (public and semi-public) telephones, terminating at public telephones, or made to or from foreign exchange lines unless dial tone for the foreign exchange line is provided from a central office serving some portion of the municipality in which the foreign exchange line service address is located.

1.48 “Network Element” is As Defined in the Act.

1.49 “Network Element Bona Fide Request” or “BFR” means the process described in Exhibit A that prescribes the terms and conditions relating to a Party’s request that the other Party provide a Network Element not otherwise provided by the terms of this Agreement.

1.50 “North American Numbering Plan” or “NANP” means the numbering plan used in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.51 “Number Portability” is As Defined in the Act.

1.52 “NXX” means the three-digit code which appears as the first three digits of a seven digit telephone number.

1.53 “Party” means either BA-RI or Cox and “Parties” means BA-RI and Cox.

1.54 “Port” or “Port Element” means a termination on a Central Office Switch that permits Customers to send or receive telecommunications over the public switched network, but does not include switch features or switching functionality. The Port Element is part of the provision of the unbundled Switching Element.

1.55 “POT Bay” or “Point of Termination Bay” means the intermediate distributing frame system that serves as the point of demarcation for collocated interconnection.

1.56 “Rate Center Area” means the geographical area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to

the LEC for its provision of Telephone Exchange Services. A "Rate Center Point" means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center. Rate Centers will be identical for each Party until such time as Cox establishes its own Rate Centers within an area.

1.57 "Reciprocal Compensation" is As Described in the Act.

1.58 "Route Indexing" means the provision of Interim Number Portability through the use of direct trunks provisioned between End Offices of BA-RI and Cox over which inbound traffic to a ported number will be routed.

1.59 "Routing Point" means a location which a LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bell Communications Research, Inc. (Bellcore) Practice BR 795-100-100 (the Bellcore Practice), the Routing Point (referred to as the "Rating Point" in such Bellcore Practice) may be an End Office Switch location or a "LEC Consortium Point of Interconnection." Pursuant to such Bellcore Practice, each "LEC Consortium Point of Interconnection" shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10 and 11, where (x) may be any alphanumeric A-Z or 0-9. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center Area; provided only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center Area associated with the NPA-NXX.

1.60 "Service Control Point" or "SCP" means a component of the common channel signaling network that acts as a database to provide information to another component of the signaling network (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

1.61 "Shall and Will" are used interchangeably throughout the Agreement and the use of either connotes a mandatory requirement. The use of one or the other does not mean a different degree of right or obligation for either Party.

1.62 "Signaling Transfer Point" or "STP" means a component of the common channel signaling network that performs message routing functions and provides

information for the routing of messages between signaling network components. An STP transmits, receives and processes CCIS messages.

1.63 “Switched Exchange Access Service” means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access services.

1.64 “Synchronous Optical Network” or “SONET” means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base transmission rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate.

1.65 “Switching Element” or “Local Switching Element” or “Local Switching” is the unbundled Network Element that provides Cox the ability to use switching functionality in a BA-RI End Office Switch, including all vertical services and public office dialing plans that are available on that switch, to provide Telephone Exchange Service to its customers. The Switching Element will be provisioned with a Port Element, which provides line side access to the Switching Element.

1.66 “Tariff” collectively means any applicable effective federal or state tariff of a Party that sets forth the generally available terms and conditions, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility or arrangement.

1.67 “Technically Feasible Point” is As Defined in the Act.

1.68 “Telecommunications” is As Defined in the Act.

1.69 “Telecommunications Act” means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

1.70 “Telecommunications Carrier” is As Defined in the Act.

1.71 “Telecommunications Service” is As Defined in the Act.

1.72 “Telephone Exchange Service” is As Defined in the Act.

1.73 “Telephone Toll Service” is As Defined in the Act.

1.74 “Toll Traffic” means traffic that is originated by a Customer of one Party on that Party’s Network and terminates to a Customer of the other Party on that Party’s Network and is not local traffic. Toll Traffic may be either “IntraLATA Toll Traffic” or “InterLATA Toll Traffic,” depending on whether the originating and terminating points are within the same LATA.

1.75 “Wire Center” means an occupied structure or portion thereof in which a Party has the exclusive right of occupancy and which serves as a Routing Point for Switched Exchange Access Service.

Undefined terms will have the meaning normally accepted in the Telecommunications Industry.

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms defined in Schedule 1.0 are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including BA-RI or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, for convenience of reference only and is not intended to be a part of or to affect the meaning or rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3.0 SCOPE

This Agreement sets forth the terms and conditions under which Cox and BA-RI will interconnect their respective networks to enable Cox to provide telecommunications services consistent with the rights and obligations set forth in Section 251 of the Act.

4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Section 4.0 for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be, to the extent possible, established on or before the corresponding “Interconnection Activation Date” shown for the State of Rhode Island on Schedule 4.0. Schedule 4.0 may be revised and supplemented from time to time upon the mutual agreement of the Parties. Interconnection in the LATA shall be accomplished through either: (i) a Fiber-Meet as provided in Section 4.2; (ii) Collocation as provided in Section 12.0; (iii) any other Interconnection method provided by applicable tariff, law, rule or regulation; or (iv) any other Interconnection method to which the Parties may agree.

4.1 Scope

Section 4.0 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Traffic and IntraLATA toll traffic pursuant to Section 251(c)(2) of the Act. Sections 5.0 and 6.0 prescribe the specific logical trunk groups (and traffic routing parameters) which will be configured over the physical connections described in this Section (4.0) related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

4.2 Physical Architecture

Cox and BA-RI shall configure a joint network configuration and Grooming Process ("Joint Grooming Process" as defined in Section 8.1). Both Parties will endeavor to provide a diverse reliable network that incorporates the most practicable technologies.

4.2.1 Network architecture under the Joint Grooming Process shall be established under the following minimum criteria:

- (a) The Parties shall establish physical interconnection points at the locations designated on Schedule 4.0. Points on the Cox network from which Cox will provide transport and termination of traffic are designated as the Cox Interconnection Points (Cox-IP). Points on the BA-RI network from which BA-RI will provide transport and termination of traffic are designated as the BA-RI Interconnection Points (BA-IP). Additional interconnection points may be established by mutual agreement of both parties at any technically feasible points consistent with Act.
- (b) Each Party will provide owned or leased facilities to deliver traffic originated on its respective networks to the designated interconnection points of the other Party's network. The Party terminating the traffic will be responsible for providing all of the transport and termination of calls beyond the designated interconnection point.

4.2.2 The Parties may interconnect their networks as provided in the Joint Grooming Process, unless an alternative plan is mutually agreed to by both parties.

4.3 Technical Specifications

4.3.1 Cox and BA-RI shall work cooperatively to install and maintain a reliable network. Cox and BA-RI shall exchange appropriate information (i.e., maintenance contact numbers, network information, information required to

comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.3.2 Cox and BA-RI shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

4.3.3 The publication "Bellcore Technical Publication GR-342-CORE; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combinations" describes the practices, procedures, specifications and interfaces generally utilized by BA-RI and is referenced herein to assist the Parties in meeting their respective interconnection responsibilities related to electrical/optical interfaces.

5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.1 Scope of Traffic

Section 5.0 prescribes parameters for trunk groups (the Traffic Exchange Trunks) to be effected over the Interconnections specified in Section 4.0 for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers and where such traffic is not presubscribed for carriage by a third party carrier nor carried by a third party carrier as casual dialed (10XXX and 101XXXX) traffic.

5.2 Switching System Hierarchy

5.2.1 For purposes of this Section (5.0), each of the following Central Office Switches shall be designated as a "Primary Switch":

- (a) each Access Tandem BA-RI operates in the LATA;
- (b) the initial switch Cox employs to provide Telephone Exchange Service in the LATA;
- (c) any Access or other Tandem Cox may establish for provision of Exchange Access in the LATA;
- (d) any additional switch or virtual switch Cox may subsequently employ to provide Telephone Exchange Service in the LATA which Cox may at its sole option designate as a Primary Switch; provided that the total number of Cox Primary Switches for a LATA may not, without mutual agreement, exceed the total number of BA-RI Primary Switches for that LATA. To the extent Cox chooses to designate any

additional switch as a Primary Switch, it shall provide notice to BA-RI of such designation at least ninety (90) days in advance of the date on which Cox activates such switch as a Primary Switch;

- (e) any additional Access Tandem switch BA-RI may subsequently employ within a LATA. Traffic destined to sub-tending Secondary Switches routed via such a tandem(s) would be determined by network requirements and notice made available to Cox and all LECs at least one hundred-eighty (180) days prior to service introduction.

5.2.2 Each Central Office Switch operated by the Parties which is not designated as a Primary Switch pursuant to Section 5.2.1 shall be designated as a "Secondary Switch".

5.2.3 For purposes of Cox routing traffic to BA-RI, sub-tending arrangements between BA-RI Primary Switches and BA-RI Secondary Switches shall be the same as the Access Tandem/End Office sub-tending arrangements which BA-RI maintains for those switches. For purposes of BA-RI routing traffic to Cox, sub-tending arrangements between Cox's Primary Switches and Cox's Secondary Switches shall be the same as the Access Tandem/End Office sub-tending arrangements which Cox maintains for those switches.

5.3 Trunk Group Architecture and Traffic Routing

The Parties shall jointly engineer and configure Traffic Exchange Trunks over the physical Interconnection arrangements for the transport and termination of Telephone Exchange Service Traffic, as follows:

5.3.1 The Parties shall initially configure a separate two-way trunk group that will operate as one-way or two-way as mutually agreed to by both Parties, as a direct transmission path between each Cox Primary Switch and each BA-RI Primary Switch.

5.3.2 Notwithstanding anything to the contrary in this Section 5.0, if the two-way traffic volumes between any two Central Office Switches (whether Primary-Primary, Primary-Secondary or Secondary-Secondary) at any time exceeds the capacity of the installed trunks for the CCS busy hour equivalent of one DS1, the Parties shall within sixty (60) days after such occurrence add trunks or establish new direct trunk groups consistent with the grades of service and quality parameters set forth in the Joint Grooming Process.

5.3.3 BA-RI and Cox will allow each other to route their intrastate and interstate switched access service traffic over the Traffic Exchange Trunk Groups pursuant to the rates, terms and conditions specified in each Party's

effective intrastate and interstate access tariffs or at generally available and prevailing rates, terms and conditions.

5.3.4 Usage sensitive one-way trunks may be used to deliver local, intra, and interLATA interexchange cellular or other wireless traffic. If Cox terminates intra/interLATA, interexchange and cellular or other wireless traffic using the same trunk groups as it uses for terminating local traffic, Cox must provide usage percentages of the local traffic on the combined use trunk group and, where available, the calling party number (CPN) through SS7 signaling for all traffic terminated on the combined use trunk group or usage records necessary to confirm the usage percentages when requested by BA-RI.

5.3.5 Upon Cox's request, BA-RI will offer a flat rated interconnection trunk. The flat-rated interconnection trunk can only be used to deliver local traffic since measurement capabilities are not available for the other types of traffic (i.e.: toll, cellular and interLATA). The basis for the development of rates for the flat-rated interconnection trunk will be 6000 minutes of use per trunk per month per end office trunk and 7500 minutes of use per trunk per month per tandem trunk. A DS-1 will consist of twenty-four (24) trunks. This flat-rated option will only be offered upon request until the two-way usage sensitive trunks are available.

5.4 Signaling

5.4.1 Where available, CCIS signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. If CCIS signaling is unavailable, MF (Multi-Frequency) signaling shall be used by the Parties. Each Party shall charge the other Party equal and reciprocal rates for CCIS signaling in accordance with applicable tariffs. During the term of this Agreement neither Party shall charge the other Party additional usage-sensitive rates for SS7 queries (TCAP and ISUP) made for Local Traffic interchanged between the Parties.

5.4.2 The publication "Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks - Signaling" describes the practices, procedures and specifications generally utilized by BA-RI for signaling purposes and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities related to signaling.

5.4.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided including, calling party number (CPN), originating line information (OLI), calling party category and charge number.

5.4.4 Upon Cox=s request, each Party shall provide trunk groups, where available, that are configured utilizing the B8ZS ESF protocol for 64 Kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

5.5 Grades of Service

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Grooming Process.

5.6 Measurement and Billing

5.6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call carried over the Local/intraLATA Trunks; provided that so long as the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use of calls exchanged with CPN information.

5.6.2 Measurement of billing minutes (except for originating 800/888 calls) shall be in actual conversation seconds. Measurement of billing minutes for originating 800/888 calls shall be in accordance with applicable tariffs.

5.6.3 Where CPN is not available in a LATA for greater than ten percent (10%) of the traffic, the Party sending the traffic shall provide factors to determine the jurisdiction, as well as local vs. toll distinction, of the traffic. Such factors shall be supported by call record details that will be made available for review upon request. Where Parties are passing CPN but the receiving Party is not properly receiving or recording the information, the Parties shall cooperatively work to correctly identify the traffic, and establish a mutually agreeable mechanism that will prevent improperly rated traffic. Notwithstanding this, if any improperly rated traffic occurs, the Parties agree to reconcile it.

5.7 Reciprocal Compensation Arrangements -- Section 251(b)(5)

5.7.1 Reciprocal Compensation only applies to the transport and termination of Local Traffic billable by BA-RI or Cox which a Telephone Exchange Service Customer originates on BA-RI's or Cox's network for termination on the other Party's network except as provided in Section 5.7.6 below.

5.7.2 The Parties shall compensate each other for transport and termination of Local Traffic in an equal and symmetrical manner at the rate provided in the Pricing Schedule. This rate is to be applied at the Cox-Interconnection Point for traffic delivered by BA-RI, and at the BA-RI-Interconnection Point for traffic delivered by Cox. No additional charges, including port or transport charges, shall apply for the termination of Local Traffic delivered to the Cox-Interconnection Point or the BA-RI-Interconnection Point unless that Interconnection Point is at a tandem. When Local Traffic is terminated over the same trunks as intraLATA or interLATA toll, any port or transport or other applicable access charges related to the toll traffic shall be prorated to be applied only to the toll traffic.

5.7.3 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service or to any other IntraLATA calls originated on a third Party carrier's network on a 1+ presubscribed basis or a casual dialed (10XXX or 101XXX) basis. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

5.7.4 Each Party shall charge the other Party its effective applicable tariffed IntraLATA switched access rates for the transport and termination of all IntraLATA Toll Traffic.

5.7.5 Local Traffic

5.7.5.1 Cox will pay BA-RI interim rates of \$0.005 per minute for local traffic delivered at the BA-RI Tandem and \$0.003 per minute for local traffic delivered at an end office. BA-RI will pay Cox \$0.005 per minute for local traffic delivered to Cox's switching facility in West Warwick except as provided in paragraph 5.7.5.2 below. When the RI PUC approves permanent rates, the permanent rates for tandem and end office termination will supersede the interim rates, without a retroactive true-up.

5.7.5.2 By mutual agreement or, absent agreement, in accordance with objective criteria to be established in advance, BA-RI may designate one or more Cox NXXs for "Virtual" End Office connection and pay the end office rate (\$0.003) instead of the tandem rate for all traffic delivered to those NXXs. Where Cox has made actual end office connection possible, BA-RI must directly connect in order to get the end office rate. The tacit understanding is that BA-RI

will take advantage of this option whenever, but only where, BA-RI reasonably believes that an internet provider is being served from a particular NXX, and the objective criteria will be developed with that end in mind. Where internet traffic is not involved, the default rate of \$0.005 will apply.

5.7.5.3 If the FCC subsequently determines that Internet traffic is subject to reciprocal compensation, (i.e., that Internet traffic is Local Traffic) no change will be required in the Cox/BA-RI arrangement. If the FCC determines that Internet traffic is not subject to reciprocal compensation, (i.e., that Internet traffic is not Local Traffic) then the parties will be compensated as determined by the FCC.

5.7.6 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 13.0 shall be as specified in Section 13.6.

5.7.7 When either Party delivers seven (7) or ten (10) digit translated IntraLATA 800/888 service to the other Party for termination, the originating party shall provide the terminating Party with billing records in industry standard format (EMR) if required by the terminating Party. The originating Party may bill the terminating Party for the delivery of the traffic at local reciprocal compensation rates. The terminating Party may not bill the originating Party reciprocal compensation under this Agreement. The Party that is providing the 800/888 service shall pay the database inquiry charge, per the Pricing Schedule to the Party that performed the database inquiry.

5.8 Municipal Calling Service

The Parties shall work cooperatively to facilitate each Party's public service obligations as required by the PUC to provide its end user Customers with toll free Municipal Calling Service (MCS). Such cooperation shall include the sharing of certain account and toll free municipal (TFM) codes on a daily or other mutually agreeable basis and working with other industry participants to satisfactorily resolve MCS related measurement and billing issues associated with implementation of IntraLATA presubscription.

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO SECTION 251(c)(2)

6.1 Scope of Traffic

Section 6.0 prescribes parameters for certain trunk groups (Access Toll Connecting Trunks) to be established over the Interconnections specified in Section 4.0 for the transmission and routing of Exchange Access traffic between Cox's Telephone Exchange Service Customers and Interexchange Carriers (IXCs).

6.2 Trunk Group Architecture and Traffic Routing

6.2.1 The Parties shall, at Cox's request, jointly establish "Access Toll Connecting Trunks" by which they will jointly provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from/to Cox's Customers.

6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access traffic to allow Cox's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a BA-RI Access Tandem.

6.2.3 The Access Toll Connecting Trunks shall be two-way trunks, and operated as one-way or two-way as mutually agreed to by both Parties. These trunks connect a Switch Cox utilizes to provide Telephone Exchange Service and Switched Exchange Access in a given LATA to an Access Tandem Switch BA-RI utilizes to provide Exchange Access in such LATA.

6.2.4 The Parties shall jointly determine which BA-RI Access Tandem(s) will be sub-tended by each Cox Switch. Cox will consider but not be required to subtend the BA-RI Access Tandem that would have served the same rate center on BA-RI's network. Alternative configurations will be discussed as part of the Joint Grooming Process.

6.3 Meet-Point Billing Arrangements

6.3.1 Meet-Point Billing arrangements between the Parties for jointly-provided Switched Exchange Access Services on Access Toll Connecting Trunks will be governed by the terms and conditions of a mutually agreeable arrangement, in accordance with Ordering and Billing Forum Guidelines, which the Parties will cooperatively work to develop.

6.3.2 Until and unless changed by the FCC on a going forward basis, Cox shall retain one hundred percent (100%) of the Residual Interconnection Charge in instances in which Cox provides the End Office switching.

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic

Bundled Information Provider (IP) Billing Arrangement. This section describes a cooperative billing arrangement to support interconnection to network services for recorded information programs. These are “pay-per-call” audiotext programs in which a vendor contracts with the local exchange carrier to provide recorded announcement information or open discussion programs to the general public. In specific LATA's in the BA-RI region, BA-RI reserves exchanges 976, 550, 540, 970 and 940 for its Information Services Provider Customers offering the services addressed in the following paragraphs:

Unbundled IP Billing Arrangement. This section describes a cooperative billing arrangement to support interconnection to network services for recorded information programs. These are “pay-per-call” audiotext programs in which a vendor contracts with the local exchange carrier to provide recorded announcement information or open discussion programs to the general public. In specific LATA's in the BA-RI region, BA-RI reserves exchanges 976, 550, 540, 970 and 940 for its Information Services Provider Customers offering the services addressed in the following paragraphs:

7.1.1 Bundled IP Billing Arrangement

7.1.1.1 Routing and Provisioning: Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network. Where Cox uses its own network facilities, Cox will establish a direct trunk group to the BA-RI information services tandem switch. This trunk group will be utilized to allow Cox to route Information Service Traffic originated on its network to BA-RI.

Where BA-RI routing plans permit a combination of POTS and IP traffic on such direct trunk groups, Cox may route a combination of POTS and IP traffic without establishing a separate direct trunk group exclusively for IP data. However, where BA-RI requires direct trunks dedicated to IP traffic, Cox must establish direct, dedicated trunking for its IP traffic. Such determinations will be at the sole discretion of BA-RI, on a par with its established routing requirements in each LATA, and are subject to change.

Where Cox utilizes the BA-RI network through the purchase of unbundled network elements, Information Service Traffic may be routed over BA-RI information service trunks on a shared basis.

7.1.1.2 Information Mass Announcement Services

- a) For Information Mass Announcement Service, the Party (Originating Party) on whose network the Information Services Traffic originated shall bill and collect such Information Provider charges and remit an amount equal to such charges to the Party (Terminating Party) to whose information platform the Information Service Traffic terminated less the Information Service Billing and Collection fee set forth in the Pricing Schedule. The Terminating Party may bill the Originating Party for such charges. The Originating Party shall pay the Terminating party in full regardless of uncollectible items. This shall apply whether the Originating Party uses its own network or utilizes the other Party's network through the purchase of unbundled network elements.
- b) Upon request, the Party (Originating Party) on whose network the Information Service Traffic originated shall provide, via electronic file transfer or magnetic tape or other means as available, all recorded call detail information to the Party (Terminating Party) to whose information platform the Information Service Traffic terminated, at the standard price for record transmission. This data shall be in unrated EMR format per OBF/Bellcore standard.

7.1.1.3 Variable Rated Information Services

- a) The Party (Originating Party) on whose network the Information Service Traffic originated shall provide, via electronic file transfer or magnetic tape or other means as available, all recorded call detail information to the Party (Terminating Party) to whose information platform the Information Service Traffic terminated, at the standard price for record transmission. This data shall be in unrated EMR format per OBF/Bellcore standard. This shall apply whether the Originating Party uses its own network or utilizes the other Party's network through the purchase of unbundled network elements.
- b) The Terminating Party shall provide to the Originating Party, via electronic file transfer or magnetic tape or other means as available, all necessary information to bill the Information Service Traffic to the Originating Party's Customers pursuant

to the Terminating Party's agreements with each Information Provider, at the standard price for record transmission. Information shall be provided in as timely a fashion as practical in order to facilitate record review and reflect actual prices set by the individual Information Providers. This data will consist of the EMR records previously delivered by the Originating Party, returned to the Originating Party in rated format where possible, or with appropriate indicators populated on error messages. No Billing and Collection fees will be applied to error messages. No taxes will be calculated or paid on the Originating Party's traffic.

- c) The Originating Party shall bill and collect such Information Provider charges and remit the amounts collected to the Terminating Party less:
 - (1) the Information Services Billing and Collection fees set forth on the Pricing Schedule; and
 - (2) customer adjustments provided by the Originating Party. Adjustments are made for subscriber-priced traffic only.
- d) The Terminating Party shall calculate these charges and bill them to the Originating Party for remittance.
- e) The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the adjustments to the Information Provider. However, if the Information Provider disputes such adjustments and refuses to accept such adjustments, the Originating Party shall reimburse the Terminating Party for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the Information Provider.

7.1.1.4 Blocking

Nothing in this Agreement shall restrict either Party from offering to its Exchange Service Customers the ability to block the completion of Information Service Traffic, whether Information Mass Announcement Services or Variable Rated Information Services.

7.1.1.5 Billing and Usage Specifications

The Parties shall adopt an Information Provider Usage and Billing Specification Agreement prior to implementation of this billing arrangement. With the mutual consent of both Parties, the Information Provider Usage and Billing Specification Agreement may be modified in the future.

7.1.2 Unbundled IP Billing Arrangement:

7.1.2.1 Routing and Provisioning

Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party=s network. Where Cox uses its own network facilities, Cox will establish a direct trunk group to the BA-RI information services tandem switch. This trunk group will be utilized to allow Cox to route Information Service Traffic originated on its network to BA-RI. Where BA-RI routing plans permit a combination of POTS and IP traffic on such direct trunk groups, Cox may route a combination of POTS and IP traffic without establishing a separate direct trunk group exclusively for IP data. However, where BA-RI requires direct trunks dedicated to IP traffic, Cox must establish direct, dedicated trunking for its IP traffic. Such determinations will be at the sole discretion of BA-RI, on a par with its established routing requirements in each LATA, and are subject to change.

Where Cox utilizes the BA-RI network through the purchase of unbundled network elements, Information Service Traffic may be routed over BA-RI information service trunks on a shared basis.

7.1.2.2 Information Mass Announcement Services

- a) For Information Mass Announcement Service, the Party (Originating Party) on whose network the Information Services Traffic originated shall bill and collect such Information Provider charges and remit an amount equal to such charges to the Party (Terminating Party) to whose information platform the Information Service Traffic

terminated less the Information Service Billing and Collection fee set forth in the Pricing Schedule. The Terminating Party may bill the Originating Party for such charges. The Originating Party shall pay the Terminating Party in full regardless of uncollectible items. This shall apply whether the Originating Party uses its own network or utilizes the other party's network through the purchase of unbundled network elements.

- b) Upon request, the Party (Originating Party) on whose network the Information Service Traffic originated shall provide, via electronic file transfer or magnetic tape or other means as available, all recorded call detail information to the Party (Terminating Party) to whose information platform the Information Service Traffic terminated, at the standard price for record transmission. This data shall be in unrated EMR format per OBF/Bellcore standard.

7.1.2.3 Variable Rated Information Services

- a) The Terminating Party shall charge the Originating Party \$0.03 per minute of use for transport and switching. These charges shall be calculated by the Terminating Company and billed to the Originating Company. These charges shall apply whether the Originating Party uses its own network or utilizes the other Party's network through the purchase of unbundled network elements. End user Customer adjustments shall not apply to these charges.
- b) Upon request from the Originating Party, the Terminating Party shall make available its Rating Service at a charge of \$0.03 per message plus a \$15,000 non-recurring charge. Under Rating Service, the Originating Party shall provide to the Terminating Party via electronic file transfer or magnetic tape or other means as available, recorded call detail information in unrated EMR format per OBF/Bellcore standard; the Terminating Party shall rate such calls placed by the Originating Party's Customers and terminating to Information Provider services contracted with the Terminating Party, according to the rates established by such Information Providers. The Terminating Party shall then return the call records to the Originating Party, in rated format where possible, or with appropriate indicators populated on error messages. The Rating Service fee will be applied to all messages. In addition to the charges for Rating Service, standard charges will be made by the Terminating Party for the transmission and delivery of such records and files. The Terminating Party will not bill and

collect for such rated calls. The Terminating Party will not calculate or pay taxes for such rated calls.

- c) Alternatively, at the Originating Party's option, it may purchase a rating table from the Terminating Party at the rate set forth in the Pricing Schedule.
- d) The Originating Party is responsible for all payments due the Information Providers to whose programs that Party's Customer places calls, and other obligations and relationships with such Information Providers.
- e) Resolution regarding all Customer adjustments shall be solely between the Originating Party and the Information Provider.

7.1.2.4 Blocking

Nothing in this Agreement shall restrict either Party from offering to its Exchange Service Customers the ability to block the completion of Information Service Traffic, whether Information Mass Announcement Services or Variable Rated Information Services.

7.1.2.5 Billing and Usage Specifications

The Parties shall adopt an Information Provider Usage and Billing Specification Agreement prior to implementation of this billing arrangement. With the mutual consent of both Parties, the Information Provider Usage and Billing Specification Agreement may be modified in the future.

7.2 Tandem Transit Service (Transit Service)

7.2.1 "Transit Service" means the delivery of certain traffic between Cox and a LEC by BA-RI over the Local/IntraLATA/InterLATA Trunks. The following traffic types will be delivered: (i) Local or intraLATA Toll Traffic originated from Cox to such LEC; and (ii) Local Traffic or IntraLATA Toll Traffic originated from such LEC and terminated to Cox where BA-RI carries such traffic.

7.2.2 Subject to Section 7.2.4, the Parties shall compensate each other for Transit Service as follows:

- a) Cox shall pay BA-RI for Local Traffic Cox originated over the Transit Service at the rate specified in the Pricing Schedule plus any additional charges or costs such terminating LEC imposes or levies on BA-RI for the delivery or termination of

such traffic, including any InterLATA or IntraLATA switched access charges;

- b) BA-RI shall pay Cox for Local, InterLATA, or IntraLATA Toll Traffic terminated to Cox from such LEC at the appropriate reciprocal compensation rates described in Section 5.7, InterLATA access rates, or at Cox applicable switched access or other rates or local termination rate, whichever is appropriate.

7.2.3 BA-RI expects that all networks involved in transit traffic will deliver each call to each involved network with CCIS and the appropriate Transactional Capabilities Application Part (TCAP) message to facilitate full interoperability of those services supported by BA-RI and billing functions. In all cases, Cox is responsible to follow the Exchange Message Record (EMR) standard and exchange records with both BA-RI and the terminating LEC to facilitate the billing process to the originating network.

7.2.4 BA-RI agrees that it shall make available to Cox, at Cox=s sole option, any Tandem Transit arrangement BA-RI offers to another Telecommunications Carrier at the same rates, terms, and conditions provided to such other Telecommunications carrier.

7.3 Dedicated Transit Service

7.3.1 "Dedicated Transit Service" provides for the dedicated connection between a Cox collocation arrangement established pursuant to this Agreement or applicable tariffs and/or license agreements at a BA-RI premises and a collocation arrangement of a third party carrier that maintains a collocation arrangement at the same premises. Dedicated Transit Service shall be provided using a cross-connection (dedicated connection) using suitable BA-RI-provided cable or transmission facilities or any other mutually agreed upon arrangement. In the alternative, pursuant to Schedule 7.3.1, BA-RI will provide Cox with Dedicated Cable Support ("DCS") to facilitate Interconnection with another CLEC located within the same common area in the central office.

7.3.2 The carrier that requests the Dedicated Transit Service shall be the Customer of record for both ends of the service in terms of ordering, provisioning, maintenance, and billing. Alternative arrangements may be utilized if agreed upon by all three Parties.

7.4 911/E911 Arrangements

7.4.1 Cox will interconnect to the BA-RI 911/E911 selective router/E911 tandems which serve the areas in which Cox provides exchange services for the provision of E911 services and for access to all subtending Public Safety

Answering Points (PSAPs). BA-RI will provide Cox with the appropriate CLLI codes and specifications of the tandem serving area.

7.4.2 Path and route diverse interconnections for E911 shall be made at the Cox-IP, the BA-IP, or other points as necessary and mutually agreed to.

7.4.3 BA-RI will provide Cox with an electronic interface through which Cox shall input and provide a daily update of E911 database information related to appropriate Cox Customers. BA-RI will provide Cox with the Master Street Address Guide (MSAG) so that Cox can ensure the accuracy of the data transfer. Additionally, BA-RI shall assist Cox in obtaining the subscriber number of the single PSAP which exists in Rhode Island.

7.4.4 BA-RI and Cox will use their best efforts to facilitate the prompt, robust, reliable and efficient interconnection of Cox's systems to the E911 platforms.

7.4.5 Cox will compensate BA-RI for connections to its E911 System pursuant to the Pricing Schedule (Exhibit A hereto).

7.4.6 Both Parties will comply with all applicable rules and regulations pertaining to the provision of E911 services in the State of Rhode Island.

8.0 JOINT NETWORK CONFIGURATION AND GROOMING PROCESS; INSTALLATION, MAINTENANCE, TESTING AND REPAIR.

8.1 Joint Network Configuration and Grooming Process

8.1.1 Within six months after the date of this Agreement or as the Parties mutually agree, Cox and BA-RI shall jointly develop an implementation and grooming process (the Joint Grooming Process) which shall define and detail, inter-alia:

- a) agreement on Physical Architecture consistent with the guidelines defined in Section 4.0;
- b) standards to ensure that interconnection trunk groups experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within BA-RI's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards;
- c) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including but not limited to standards and

procedures for notification and discoveries of trunk disconnects;

- d) disaster recovery provision escalations; and
- e) expedite provisions.

The initial mutual interconnection is not dependent upon completion of the Joint Grooming Process.

8.2 Installation, Maintenance, Testing and Repair.

8.2.1. BA-RI's standard intervals as set forth in Schedule 8.2, attached, will be utilized in connection with the establishment of all interconnection trunking arrangements between the Parties. Cox shall meet the same intervals for comparable installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with interconnection or shall notify BA-RI of its inability to do so and will negotiate such intervals in good faith.

8.3 Party Review

8.3.1. The Parties will carefully review the Network Reliability Council's recommendations and, as part of the Joint Grooming Process, implement such recommendations where technically and economically feasible.

9.0 UNBUNDLED ACCESS -- SECTION 251(c)(3)

To the extent required by Section 251(c)(3), BA-RI shall provide nondiscriminatory access to Network Elements on an Unbundled basis, at any technically feasible interconnection point, on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms and conditions of this Agreement and Section 252 of the Act.

9.1 Local Loop Transmission Types

Subject to Section 9.5, BA-RI shall allow Cox to access the following Loop types unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section (9.0).

9.1.1 "2-Wire Switched Analog Voice Grade Loops" or "Analog 2W" (SVGAL) provides an effective 2-Wire channel with 2-Wire interfaces at each end, which support analog transmission of 300-3000 Hz, repeat Loop start, Loop reverse battery, or ground start seizure and disconnect in one direction (toward

the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W includes Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines and should have technical characteristics in accordance with BA Technical Reference TR 72570 and TR 72565.

9.1.2 “4-Wire Switched Analog Voice Grade Loops” or “Analog 4W” (SVGALs) which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-Wire electrical interface.

9.1.3 “2-Wire ISDN Digital Grade Loops” or “BRI ISDN” (Premium Loop) which support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to ANSI T1.601-1992 & T1E1.4 90-004R3.

9.1.4 Digital Loops.

- a) DS1 Digital Grade Loop provides a channel that provides 1.544 Mbps digital transmission path between a Customer premise and a BA-RI central office, and is capable of operating in a full duplex, time division (digital) multiplexing mode. A DS1 Digital Grade Loop provides transmission capacity equivalent to 24 voice grade channels with associated signaling, twenty-four 56 Kbps digital channels when in band signaling is provided or twenty-four 64 Kbps channels with the selection of the Clear Channel signaling option.
- b) DS-3 Digital Grade. DS-3 Digital Grade Functionality shall be made available to Cox no later than the date on which it is made commercially available to BA-RI or to other Telecommunication Carriers in Rhode Island, at rates and terms and conditions to be determined at such time. The foregoing shall not preclude Cox from requesting DS-3 Digital Grade Functionality through the BFR process.

9.1.5 “Extended Loop” - Extended Loop service is a channel which enables Cox, when it is physically collocated in a given BA-RI central office, to access unbundled Loops served from another BA-RI central office. Extended Loop service is a designed service (similar to special access and private line services) which requires detailed engineering to assure that the service provided conforms to specific transmission performance standards unique to the specific service (i.e., voice grade DS0, DS1 and DS3).

9.1.6 Loops will be offered on the terms and conditions specified herein and on such other terms in applicable tariffs that are not inconsistent with the terms and conditions set forth herein. BA-RI shall make Loops available to Cox at the rates specified in the Pricing Schedule, as amended from time to time,

subject to the provisions of Section 9.9 or as subsequently determined by the PUC.

9.2 ADSL AND HDSL

9.2.1 The Parties acknowledge that ADSL is not currently deployed for use in the BA-RI network. If the issues surrounding deployment of ADSL in BA-RI's network are satisfactorily resolved and ADSL is deployed, BA-RI shall allow Cox access to ADSL Loops unbundled from local switching and local transport in accordance with the terms and conditions of this Agreement.

For each of the unbundled 2-Wire ADSL-Compatible, 2-Wire HDSL-Compatible and 4-Wire HDSL-Compatible types of unbundled Local Loops, BA-RI will make such type of unbundled Local Loops available to Cox at each Central Office in BA-RI's service territory in Rhode Island no later than the date on which BA-RI provides an xDSL service that utilizes such Local Loop type to its customers at the Central Office. BA-RI shall provide to Cox 2-Wire ADSL-Compatible, 2-Wire HDSL-Compatible, and 4-Wire HDSL-Compatible unbundled Local Loops in an interval that is at parity with BA-RI's provision of comparable facilities to its carrier or end user customers.

9.2.2 "2-Wire ADSL-Compatible Loop" or AADSL 2W is a transmission path that facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 Kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL-2W terminates 2-Wire electrical interface at the Customer premises and at the BA-RI Central Office frame. ADSL technology can only be deployed over Loops which extend less than 18 Kft. From BA-RI's Central Office. ADSL compatible Loops will only be made available where existing copper facilities can meet the ANSI T1.413-1995-007R2 specifications.

9.2.3 "2-Wire HDSL-Compatible Loop" or AHDSL 2W is a transmission path that facilitates the transmission of a 784 Kbps digital signal using the 2B1Q line code, over a 2-Wire non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops will only be made available where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.

9.2.4 "4-Wire HDSL-Compatible Loop" or AHDSL 4W is a transmission path that facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops will only be made available where existing copper facilities can meet the specifications.

9.2.5 HDSL and ADSL compatible Loops will be offered on the terms and conditions specified herein and on such other terms in applicable tariffs that are not inconsistent with the terms and conditions set forth herein. BA-RI shall make such Loops available to Cox at rates approved by the PUC, as amended from time to time.

9.3 Port Types

BA-RI shall make available to Cox unbundled ports in accordance with the following terms and conditions and at the rates specified in the Pricing Schedule.

9.3.1 Local Switching Line Port:

BA-RI agrees to unbundle Local Switching, also known as End Office Switching, to enable Cox to interconnect its Loops (i.e., Loops provided by Cox through its own Loop facilities) to a central office switching point or Switching Element that provides access to BA-RI's exchange services. The Switching Element will enable Cox to interconnect at the BA-RI end office via a physical collocation arrangement, or such other alternative interconnection arrangement(s) as the Parties may mutually agree, or FCC rules, the Act, or Board rules may otherwise require.

Cox may request shared or dedicated routing. Unless Cox requests shared routing through the Network Design Request ("NDR") process, Cox shall define through the NDR process the routing plan (i.e., customized routing) that will be used by its Customers for each BA-RI switch in which unbundled Local Switching will be provided, charges for which are provided in the Pricing Schedule (Exhibit A hereto). BA-RI will implement, where it is technically feasible to do so and where facilities exist, that routing plan and any associated dedicated trunking needed to support the introduction of customized routing on that Local Switching Network Element.

The Local Switching functionality shall include all of the features, functions and capabilities that BA-RI has purchased or has the right to use, including but not limited to: line signaling, signaling capabilities of the switch, digit reception, dialed number translations, call screening (the switch-based feature which permits the switch to differentiate line treatment or routing based on specific classes of service), routing, recording, call supervision, dial tone, switching, network address (when available in the particular switch) to directory number, announcements, calling features and capabilities (including call processing), Centrex features and functionality, Automatic Call Distributor (ACD), Carrier pre-subscription (i.e., long distance carrier, intraLATA toll as deployed), testing and other operational features inherent to the switch and switch software provided, however, that in cases where Cox wishes to activate a feature or function in the BA-RI network or in a specific switch with respect to which verifiable capacity problems may affect BA-RI's ability to utilize services or features for its own use or offer services to other Telecommunications Carriers, the Parties agree to work

cooperatively to seek a solution to such capacity problem to the extent technically feasible.

In the event that a capacity problem cannot be resolved to the mutual satisfaction of both Parties, switch capacity will be made available to BA-RI, Cox and other Telecommunications Carriers on a first come, first serve basis (without reservation of capacity for BA-RI, Cox or other Telecommunications Carriers), and new service requests will be approved or denied on a first come, first serve basis. When BA-RI and other Telecommunications Carriers use the last remaining capacity in a switch on a first come, first serve basis, BA-RI shall have no obligation to augment or add switches to meet Cox's requirements.

If BA-RI does augment switch capacity or add switches to satisfy its needs or the needs of other Telecommunications Carriers, any such new capacity or additional switches shall also be made available to Cox on a first come, first serve basis with BA-RI and the other Telecommunications Carriers. Where BA-RI provides Cox with Local Switching features which BA-RI has a right to use but has not deployed for its own Customers, Cox shall pay to BA-RI all costs and expenses incurred by BA-RI in providing such features. The calculation of such costs and expenses shall be on an ICB basis, taking into account the requested features and the affected switch, and shall not include any amount to reimburse BA-RI for RTU fees in those instances where such RTU fees were previously paid by BA-RI for the specific requested features prior to Cox's request.

Local Switching also provides, to the same extent such switch currently provides to BA-RI such access on the Effective Date hereof and thereafter as such access may be expanded, access to: transport, signaling (ISDN) User Part (ISUP) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, directory services, and, when and where available, Local Switching ports adhering to Bellcore TR-NWT-08 and TR-NWT-303 specifications. The switching capabilities used will be based on the line side features they support. Local Switching will also be capable of routing local, intraLATA, interLATA, and, when and where available, calls to an international Customer's preferred carrier.

9.4 Interoffice Transmission Facilities

BA-RI shall provide Cox access to unbundled Interoffice Transmission Facilities.

Interoffice Transmission Facilities must be ordered individually and may be recombined as part of a network plan. Unbundled Interoffice Network Elements are: DS1, DS3, OC-3 and OC-12 Interoffice Transport, DS1 to DS0 (1/0) and DS3 to DS1 (3/1) Multiplexing and connection between multiplexers, and G-path. Unbundled Interoffice Network Elements will be provided at central office cross-connect points such as digital terminating frames. Access to

network elements is provided through collocation, Customer Interface Panels (CIP) or other mutually agreed upon points of interface.

Interoffice Transmission Facilities (IOF) are Network Elements which are provided either as Dedicated Transport or as in some cases, BA-RI Shared Transport. Cox may interconnect its network facilities at any one or more technically feasible point(s) of interface within BA-RI's network including: (a) at BA-RI tandem(s); and (b) at end-office switches.

BA-RI Shared Transport is a transmission facility which BA-RI shares with at least one Customer or carrier between BA-RI switching elements. This facility is paid for based upon usage plus any applicable non-recurring charges, as provided in the Pricing Schedule (Exhibit A hereto).

Dedicated Transport is an interoffice transmission path between designated locations to which a single carrier is granted exclusive use. Such locations may include BA-RI central offices or other equipment locations, Cox network components, other carrier network components, or other telecommunications carrier premises. This facility is paid for based upon fixed monthly charges plus any applicable non-recurring charges, as provided in the Pricing Schedule.

9.4.1. Definitions

The definitions for IOF Network Elements are as follows:

9.4.1.1 Optical Carrier Levels (SONET):

Optical Carrier (OC) levels provide a range of bandwidths as specified in Bellcore GR-253-CORE and associated ANSI standards.

BA-RI will provide interfaces at the following OC levels:

<u>OC Level</u>	<u>Rate (Mb/s)</u>
OC-3	155.52
OC-12	622.08

The physical interface for all Optical Carrier rates is optical fiber. The characteristics of this interface are also specified in GR-253-CORE.

9.4.1.2 Digital Cross-connect System (DCS) Functionality:

Digital Cross-connect Systems provide electronic cross-connection of individual constituent digital signals to form higher speed digital signals. The combination of DCS functions allows the aggregation, grooming, and redistribution of traffic in order to increase network utilization and efficiency. DSC Functionality shall be made available to Cox no later than the date on which it is made commercially available to other Telecommunication Carriers in Rhode Island, at rates and terms and conditions to be determined at such time. The foregoing shall not preclude Cox from requesting DSC Functionality through the BFR process.

9.4.1.3 [INTENTIONALLY LEFT BLANK]

9.4.1.4 Customer Interface Panel (CIP):

Customer Interface Panel (CIP) means the intermediate cross-connection point that serves as the point of demarcation for unbundled network elements. The Customer Interface Panel is a Digital Signal Cross-Connect (DSX) which Cox may provide for its use or may lease from BA-RI. At an interconnection point, a CIP would be dedicated to Cox; Cox would have assignment control over the CIP. CIPs are distinct panels that must be ordered at either the DS1 or DS3 level. The CIP must be in place prior to ordering any arrangement that requires a CIP, as defined in this Section (9.4.1.4).

As an alternative, in those BA-RI locations where Cox has collocation, Cox may, at its option, connect such elements to its collocated equipment consistent with Section 12 of this Agreement.

BA-RI wire center termination points for UNEs are provided at Collocation POT Bays, Virtual Collocation arrangements, Customer Interface Panels (CIP), or to a higher rate multiplexer. CIPs are required for DS1 and DS3 interface rate UNEs which do not have connections to either a POT Bay, a Virtual Collocation node or are derived from a higher rate multiplexer in the BA-RI wire center of the UNE(s). UNEs that may, upon mutual agreement require a CIP are:

- !DS1 Interoffice Transport
- !DS3 Interoffice Transport
- !DS1 Multiplexing
- !DS3 Multiplexing
- !DS1 X-Path
- !DS3 X-Path

- !Trunk Port (for MTS type service from Tandem and/or End Office)
- !Line Port (for DS1 services such as Primary Rate ISDN,
- !Integrated Digital Link Carrier Port, DID/DOD/PBX Port
- !Interface for the termination of digital PBX systems.

Customer (Cox) CIP requirements are identified through the Network Design Request (NDR) Process. The Customer should complete the NDR - Interoffice Facilities Telecommunications Carrier Grooming Plan and other forms which will assist the Engineering organization in determining the required CIPs in the appropriate wire centers. A CIP will be dedicated to a Customer.

9.4.1.5 Network Design Request (NDR):

The Network Design Request (NDR) process is required to establish the scope of the project and to align preliminary time frames in providing service to Cox. A Project Manager will coordinate the meeting that will be attended by the Cox technical and administrative team and representatives from each BA-RI department involved in developing the technical, administrative, and legal/regulatory requirements. Time frames for completion will be negotiated between the Account Team and Cox. NDR charges are stated in Exhibit A.

9.4.1.6 Fiber Distributing Frames (FDF):

Optical access to interoffice transmission facilities will be provided to Cox at a fiber Point of Termination (POT) Bay or fiber distribution frame.

9.4.1.7 Mileage:

The mileage used to determine the monthly rate for Facility Mileage is calculated utilizing the Vertical and Horizontal (V&H) calculation between the locations which the facility is provisioned. When the calculation results in a fraction of a mile, the mileage will be rounded up to the next whole mile before applying the rates.

9.4.2 Regulations

9.4.2.1 Physical Access Points to Interoffice Transmission Facilities: BA-RI will provide interconnection to the transmission capabilities of the interoffice network at the following physical access points:

- a) Manual Digital Cross-Connects:

Metallic access to digital transport and multiplexing will be provided at the BA-RI DSX-n bays, at a Point of Termination (POT) Bay, or at a Customer Interface Panel (CIP) dedicated to Cox . Where POT Bays are used, cabling between the POT Bay and the BA-RI DSX must meet appropriate shielding and construction requirements for the application (i.e., ABAM for DS1 and coaxial cable for DS3). Separate DSX panels, POT Bays or CIPs must be provided for the DS1 and DS3 interfaces. Interface rates above DS3 may require a separate panel, POT Bay or CIP depending upon the transmission specifications and the cabling limitations of these transport rates.

9.4.2.2 Interoffice Unbundled Network Elements transport facilities are cross-connected in the following configurations:

- a) Customer Interface Panel to Customer Interface Panel;
- b) Customer Interface Panel to high speed side of Multiplexer;
- c) Low speed side of Multiplexer to low speed side of Multiplexer;
- d) POT Bay through DSX to POT Bay;
- e) Customer Interface Panel to POT Bay;
- f) Customer Interface Panel to Virtual Collocation node;
- g) POT Bay to high speed side of Multiplexer; and
- h) Virtual Collocation node to high speed side of Multiplexer.

9.4.2.3 Ordering:

Unbundled Dedicated Transport (Dedicated) is ordered via the BA-RI electronic ordering interface ("DCAS"). Unbundled Shared Transport (Shared) is not discreetly orderable.

9.4.2.4 Ordering Intervals:

See Schedule 8.2.

9.4.2.5 Unbundled Network Element Intervals

Ordering intervals will be at parity with comparable facilities provided by BA-RI to other Telecommunications Carriers and itself as set forth in Schedule 8.2.

9.4.2.6 Cancellation of an Order for Service:

The full nonrecurring charges for the service applies in connection with all canceled Cox service orders.

If BA-RI misses a service date for a Standard or Negotiated Interval Order by more than ten (10) days, due to circumstances such as acts of God, governmental requirements, work stoppages, and civil commotion, Cox may cancel the service order without incurring cancellation charges.

9.4.3 Rates and Charges

Unbundled Interoffice Transmission Facilities (IOF) are provided at the appropriate Customer Interface Panels, POT Bays or DSX.

9.4.3.1 IOF: Unbundled Network Elements

IOF unbundled network elements are as follows:
DS3, DS1, OC-3 (point to point, not rings), OC-12 (point to point, not rings), Multiplexing (DS3 to DS1 & DS1 to DS0), Connection to a DS1 Trunk Port, and DS1 & DS0 G-PATH. DS0 and DS1 G-PATH provides for the intra office connection of DS0 channels between two 1/0 multiplexers or DS1 channels between two 3/1 multiplexers, via a cross-connection between multiplexers.

9.4.3.2 Billing Rate Structure

- a) Non-Recurring:
DS1, DS3, Optical Carrier Level (SONET), and Multiplexers (3/1 or 1/0): There will be a one-time charge for the installation of the DS1, DS3, Optical Carrier (SONET) transport, and the Multiplexers.
- b) Expedited Order Charge:
When placing a Service Order for service(s) for which Standard Intervals exist, Cox may request a service date that is prior to the Standard Interval service date. Cox may also request an earlier service date on a pending Standard or Negotiated Interval Service Order. If BA-RI agrees to provide service on an expedited basis, Expedited Order Charges will apply if

BA-RI meets the agreed upon expedited schedule. However, if BA-RI fails to meet the agreed upon expedited schedule neither the expedited nor the non-recurring installation charges will apply.

If additional costs other than any applicable Additional Labor are to be incurred when a service date on a Service Order is expedited, BA-RI will develop and quote such costs to Cox, obtain Cox authorization and bill Cox in accordance with the special construction terms and conditions in BA-RI's applicable tariff.

c) Recurring -- Applicable Rate Elements:

1) Inter-Office Mileage for DS1, DS3 and Optical Carrier Level (SONET): There will be a monthly recurring charge for the following:

- i) Fixed
- ii) Per Mile Charge

Mileage of the facility is based on airline mileage using V&H coordinate methods. The Facility mileage can be rated between the following locations:

- Central Office to another Central Office
- Central Office to a Serving Wire Center (SWC)
- Tandem to Central Office
- Tandem to Serving Wire Center (SWC)
- Central Office or Serving Wire Center (SWC) and the Serving Wire Center of the IXC POP
- Central Office or Serving Wire Center (SWC) and the Cox Location or the IXC POP
- Tandem to the Serving Wire Center (SWC) of the IXC POP
- Tandem to the Cox location or the IXC POP

2) Multiplexing: There will be a recurring charge for a multiplexer at each location where the multiplexing function is performed by BA-RI. Multiplexing can be performed between DS3 and DS1 and between DS1 and DS0.

3) Service Access Charge (SAC): A recurring charge will apply for the demarcation connection to a Physical Collocation Node POT bay.

- 4) A recurring Interconnection Access Charge (IAC) will apply for the demarcation connection to a Virtual Collocation Node.
- 5) A Customer Interface Panel (CIP) recurring charge will apply for the demarcation connection to the Customer Interface Panel.

Unbundled Shared Transport between an End Office and Tandem or between two BA-RI End Offices may only be purchased in connection with BA-RI Unbundled Switching. This network element allows Cox access to Unbundled Common transmission facilities routing on the same basis that BA-RI routes and delivers its own traffic.

Rates for the IOF unbundled network elements described in this section are set forth in the Pricing Schedule (Exhibit A hereto).

9.5 Limitations on Unbundled Access

9.5.1 Unless otherwise allowed by the FCC or PUC, Cox may not cross-connect a BA-RI-provided Loop to a BA-RI-provided Port but instead shall purchase a network access line under applicable tariffs.

9.5.2 BA-RI shall only be required to provide Loops and Ports where such Loops and Ports are available.

9.5.3 Cox shall access BA-RI's unbundled Network Elements specifically identified in this Agreement via a Customer Interface Panel (see Section 9.4.1.4) or via collocation, in accordance with Section 12, at the BA-RI Wire Center where those elements exist. Each Loop or Port shall be delivered to Cox's collocation node by means of a Cross-Connection which is set forth in the Pricing Schedule (Exhibit A hereto), or via such other alternative interconnection arrangement(s) as the Parties may mutually agree, or FCC rules, the Act or PUC rules may otherwise require.

9.5.4 BA-RI shall provide Cox access to its unbundled Loops at each of BA-RI's Wire Centers. In addition, if Cox requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, BA-RI shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no charge to Cox. If, however, no spare physical Loop is available, BA-RI shall within three (3) Business days of Cox's request notify Cox of the lack of available facilities. Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in Section 9.7 and the Performance Interval Dates and Performance Criteria set forth in

Schedule 27.2 shall not apply to unbundled Loops provided under this Section (9.5.4).

9.5.5 If Cox orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be required and additional rates and charges shall apply as set forth on the Pricing Schedule.

<u>Loop Type</u>	<u>Technical Reference/Limitation</u>
Electronic Key Line	2.5 miles
ISDN	Bellcore TA-NWT-000393
HDSL 2W	T1E1 Technical Report Number 28
HDSL 4W	T1E1 Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification

9.6 Availability of Other Network Elements on an Unbundled Basis

9.6.1 BA-RI shall, upon request of Cox, at any technically feasible interconnection point provide to Cox access to its Network Elements on an unbundled basis for the provision of Cox's Telecommunications Service. Any request by Cox for access to a BA-RI Network Element that is not already available shall be treated as a Network Element Bona Fide Request. Cox shall provide BA-RI access to its Network Elements as mutually agreed by the Parties or as required by the Act, PUC or FCC.

9.6.2 BA-RI shall provide Network Elements to Cox under this Section (9.6) subject to the requirements of Sections 251(c)(3) and (d)(2)(A) and applicable FCC and/or PUC rules.

9.6.3 Absent the mutual consent of both parties, neither Party shall be required to provide a proprietary Network Element to the other Party, except as required by the Act, PUC or FCC.

9.7 Provisioning of Unbundled Loops

The following coordination procedures shall apply for new unbundled Loops and the conversions of "live" Telephone Exchange Services to unbundled Loops (herein after referred to as "hot cuts"):

9.7.1 Cox shall request unbundled Loops from BA-RI by delivering to BA-RI a valid electronic transmittal Service Order using the BA-RI electronic ordering platform when available or another mutually agreed upon system. Within two (2) business days of BA-RI's receipt of a Service Order, BA-RI shall provide Cox the firm order commitment (FOC) date according to the applicable Performance Interval Dates set forth in Schedule 8.2 by which the Loop(s) covered by such Service Order will be installed.

9.7.2 BA-RI agrees to accept from Cox at the time the service request is submitted for scheduled conversion of hot cut unbundled Loop orders, a desired date and time (the Scheduled Conversion Time) in the "A.M." (12:01 a.m. to 12:00 noon) or "P.M." (12:01 p.m. to 12:00 midnight) (as applicable, the Conversion Window) for the hot cut.

9.7.3 BA-RI shall test for Cox dial tone at the POT bay by testing through the tie cable provisioned between the BA-RI main distributing frame and the Cox expanded interconnection node twenty-four (24) hours prior to the Scheduled Conversion Time.

9.7.4 Not less than one hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the New Conversion Time). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

- a) If BA-RI requests the New Conversion Time, the applicable Service Order Charge shall be waived; and
- b) If Cox requests the New Conversion Time, Cox shall be assessed a Line Connection Charge in addition to the Service Order Charge that will be incurred for the New Conversion Time.

9.7.5 Except as otherwise agreed by the Parties for a specific conversion, such as large cut overs of ten lines or more that have negotiated intervals, the Parties agree that the time interval expected from disconnection of BA-RI's "live" Telephone Exchange Service to the connection of an unbundled Network Element at the Cox Collocation node's POT bay will be accomplished within a window of time which is sixty (60) minutes or less, including translations. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by BA-RI (and not by a contributing Delaying Event (defined as (a) a failure by Cox to perform any of its obligations as set forth in the Agreement (including, without limitation the Implementation Schedule and the Joint Grooming Process); (b) any delay, act or failure to act by a Customer, agent or subcontractor of Cox; (c) any Force Majeure Event; or (d) such other delay, act

or failure to act as upon which the parties may agree.)), BA-RI shall waive the applicable Service Order Charge for such element. If Cox has ordered INP with the installation of a Loop, BA-RI will coordinate the implementation of INP with the Loop conversion during the above stated intervals at no additional charge.

9.7.6 Either Party may charge the other Party for any additional and reasonable labor charges associated with the performance by the Party=s technicians of services in excess of or not otherwise contemplated by the Service Order charge, where such services are requested or approved by the other Party or are reasonably necessary to provide the service contemplated by the Service Order.

9.7.7 If as the result of end user actions, (i.e., Customer not ready (CNR)), BA-RI cannot complete requested work activity when a technician has been dispatched to the site, Cox will be assessed a non-recurring charge associated with this visit. This charge will be the Premises Visit Charge as specified in BA-RI P.U.C. - R.I. - No.15 Tariff.

9.7.8 Until such time as the PUC approves an unbundled network element non-recurring Service Order Charge, an interim non-recurring service order charge shall apply on a per Loop basis. The interim service order rate is stated in Exhibit A. Any payments by Cox resulting from this section will, at Cox=s request, be subjected to a true-up to the RI PUC=s final rates, to the extent that Cox has requested such true-up under the terms of this Agreement.

9.7.9 Loop Provisioning

9.7.9.1. Attributes

- a) All Loops ordered by Cox will be tested, at no additional charge, in accordance with BA-RI's standard procedures. BA-RI will not intentionally provide to Cox a non-working loop.
- b) Local Loops will be provisioned with a BA-RI provided NID, at the rates and charges listed in Exhibit A; provided, however, that where Cox orders a BA-RI unbundled Loop to serve a Customer location at which there is a Cox network interface unit (NIU) but no BA-RI NID already in place, BA-RI will discount the installation charge for the Loop by 25 percent to account for the cost of installing a NID at that location, in accordance with Commission Order No. 15512 in Docket No. 2614.
- c) If an analog 2-Wire Loop is terminated on the POT bay at Cox's collocation presence in BA-RI's central office where the end user is served, it is called a Basic Loop. If the

analog 2-Wire Loop is terminated on BA-RI's main distributing frame, it is ordered as a Basic X-Loop.

- d) If a digital 2-Wire Loop is terminated on the POT bay at Cox's collocation presence in BA-RI's central office serving the end user, it is called a Premium Loop. If the digital 2-Wire Loop is terminated on BA-RI's main distributing frame, it is called a Premium Basic X-Loop. Digital 2-Wire Loop facilities are equivalent to those used by BA-RI.
- e) Cox is responsible for coordinating with BA-RI to ensure that the Loop is installed in accordance with Cox's request.
- f) Cox is responsible for initiating, testing and sectionalizing (isolating) all end user trouble reports. BA-RI is responsible for testing, if necessary, with Cox to clear a trouble when the trouble has been previously sectionalized to the Loop.
- g) BA-RI undertakes to maintain and repair the facilities which it furnishes subject to this agreement. Cox or Cox's Customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by BA-RI without the prior written consent of BA-RI.

9.7.9.2 Mutual Testing

Testing of Loop ordering procedures will begin as soon as Cox is prepared to do so, at a mutually agreed upon date following the Effective Date of this Agreement.

9.7.9.3 Loop Interconnection

Loops may be interconnected to Cox's collocated transport facilities via a collocation service cross-connection (Service Access Charge), as set forth in the Pricing Schedule. The installation intervals for Loops will be set forth in Schedule 8.2.

9.7.9.4 Connection and Disconnection Orders

- a) For existing BA-RI Customers that are becoming Cox Customers and for which Cox is using BA-RI's Loop service, at BA-RI's request, Cox will submit an order disconnecting the existing service (as long as Cox has a Customer Letter of Agency on file), ordering the Loop, and if desired prior to the availability of long-term number portability ("LNP"), requesting INP.

- 1) The Service Order and Service Connection-Other charges stated in Exhibit A always apply.
 - 2) The Manual Intervention Surcharge stated in Exhibit A applies when the mechanized interface is not used to place the order after the mechanized interface is made available to Cox.
 - 3) The Service Connection Central Office Wiring charge stated in Exhibit A applies when wiring is required in the central office.
 - 4) The Installation Dispatch rate stated in Exhibit A applies when a technician must be physically dispatched.
 - 5) The trouble dispatch-misdirect charge stated in Exhibit A applies when a technician is physically dispatched and the trouble is not as specified by Cox.
 - 6) The Expedited Charge stated in Exhibit A applies when intervals shorter than those provided for normal service are requested.
 - 7) Rates and charges for premises visit and Customer not ready, stated in Exhibit A, apply as described in Section 9.7.7.
- c) As indicated below, BA-RI will allow Cox to interconnect to its automated ordering and tracking systems at the earliest time possible, specifically in the case for connection, disconnection, and reconnection orders.
 - d) Service Orders not sent through DCAS, after DCAS is available, will be assessed the Manual Intervention Surcharge as set forth in the Pricing Schedule (Exhibit A hereto).

9.7.9.5 Maximum Out-Of-Service Period

The standard time expected from disconnection of service on a line to the cross-connection of the Loop(s) to Cox is as described in Section 9.7.5.

9.7.9.6 INP As Part Of The Loop Installation

If Cox has ordered INP with the installation of a Loop, BA-RI will coordinate the implementation of INP with the Loop conversion during with the above stated intervals at no additional charge, as described in Section 9.7.5. If the cut-over interval is not used and the fault lies with Cox or its Customer, non-recurring charges for both the Loop(s) and SPNP will apply. If the fault lies with BA-RI the non-recurring charges will be waived upon the newly scheduled cut-over.

9.7.9.7 Electronic Ordering And Order Tracking

BA-RI will provide Cox with an appropriate on-line electronic interface by which Cox may place, verify and receive confirmation of orders for Loops, and issue and track trouble-ticket and repair requests associated with Loops.

9.7.9.8 Cox Provided Loops

Should Cox provide its own Loops to a Customer, which is migrating from BA-RI to Cox, it may under a letter of agency from the Customer, be necessary to request that BA-RI remove its interface device(s) from the Customer=s premises. Upon such request BA-RI will remove its interface device(s) without any cost to Cox or to the Customer.

9.7.9.9 Compensation

- a) Bill Format and Issuance: BA-RI will bill and record in accordance with this Agreement those charges Cox incurs as a result of Cox purchasing unbundled Loop (Local Loop) Elements from BA-RI. Each bill shall be formatted in accordance with CABS and in a few cases CRIS standards.
- b) Non-recurring charges for separate BA-RI unbundled Loop (Local Loop) Elements are presented in the Pricing Schedule (Exhibit A hereto).
- c) Recurring charges for separate BA-RI unbundled Loop (Local Loop) Elements are presented in the Pricing Schedule (Exhibit A hereto).
- d) Transactional charges for separate BA-RI unbundled Loop (Local Loop) Elements are presented in the Pricing Schedule (Exhibit A hereto).

9.7.10 Provisioning of Network Interface Device

9.7.10.1 Description:

The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The NID provides: a network termination for the Local Loop, voltage overload protection to ground, termination for optional test apparatus, proper signal termination, and a point of termination and connection for a Customer's "inside" wiring. A modern NID features two chambers or divisions which separate the service provider's network from the end-user's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and end-user each make their connections.

Upon Cox's written request, or electronically transmitted request delivered through an established interface, BA-RI will provide a NID in accordance with the request.

9.7.10.2 Interconnection

- a) A change from a Telecommunications Carrier (A) to Cox (B) will be considered a disconnect of the NID element from Telecommunications Carrier (A) and a connect to Cox. A conversion from a NID element to full service will be considered a disconnect from Cox .
- b) Time and Materials rates and charges apply as specified in the Pricing Schedule (Exhibit A hereto).
- c) Cut-over of Cox=s Customer to the BA-RI NID element will be performed by BA-RI.
- d) Cox is responsible for coordinating with BA-RI to ensure that facilities are installed in accordance with the elements required
- e) Cox is responsible for initiating, testing and sectionalizing (isolating) Customer trouble reports. BA-RI is responsible for dispatching to clear a trouble when the trouble has been previously sectionalized to the BA-RI NID by Cox.
- f) If Cox requests the dispatch of a BA-RI technician to a Cox Customer=s premises and the trouble is either not with the BA-RI NID, or Cox is not ready, or the

BA-RI technician cannot gain access to the premises, a Customer Not Ready Charge applies.

- g) All preordering, ordering and provisioning will be handled through the use of BA-RI's Electronic Ordering Interface.

9.7.10.3 Compensation

- a) Non-recurring charges for separate BA-RI NID Elements are presented in the Pricing Schedule (Exhibit A hereto).
- b) Recurring charges for separate BA-RI NID Elements are presented in the Pricing Schedule (Exhibit A hereto).

9.7.11 House, Riser Cable and Minimum Point of Entry

9.7.11.1 Description

The unbundled House and Riser Cable network elements provide a facility suitable for use in the provision of all services that can be provided using facilities from the network side of the Cox Customer's network interface to a point of interconnection on the same premises where the BA-RI subscriber facility, house and riser facilities terminate. It is only available in locations where BA-RI owns, operates and maintains such in-place facilities.

House and Riser Cable unbundled network elements are provided for use in connection with all services that can be provided using facilities.

House and Riser Cable is provided subject to the availability of facilities on a first-come first-served basis at the requested Cox Customer's premises. The Minimum Point of Entry "MPOE" is as defined in the applicable law.

9.7.11.2 Interconnection

- a) A change from one Telecommunications Carrier (A) to Cox (B) will be considered a disconnect of the House and Riser Cable element for TC (A) and a connect to Cox (B). A conversion from a House and Riser Cable element to full service will be considered

a disconnect from Cox and a connect to a BA-RI end user.

- b) House and Riser Cable is provided subject to the availability of facilities. A request for service establishment must, at Cox=s election, be initiated by Cox for the installation of House and Riser Cable for the first time in a building. A Service Establishment Charge applies to Cox for the installation by BA-RI of each fifty (50) pair connection block required by Cox. Cox must install a compatible connection block adjacent to the BA-RI connection block. Cox is responsible for obtaining all rights of way and permits required to place its equipment in the building. Cox must ensure that its connection block has been tested for proper installation, numbering and operation.

Cutover of a Cox Customer to House and Riser Cable will be performed by BA-RI, at Cox=s request, at a negotiated interval. BA-RI will place a jumper cable connecting the pair on the BA-RI termination block to the Cox termination block. The BA-RI technician will check for continuity at the time of installation. If Cox=s compatible connecting block or spare termination on Cox=s connection block is not available at the time of installation, the Customer Not Ready Charge applies and a new cutover date will be established. If however, BA-RI fails to meet its due date the charges on the service order will be waived.

- c) Cox is responsible for coordinating with BA-RI to ensure that facilities are installed in accordance with the request.
- d) Cox is responsible for initiating, testing and sectionalizing (isolating) all of its Customer trouble reports. BA-RI is responsible for dispatching, if necessary, to clear a trouble when the trouble has been previously sectionalized by Cox to the House and Riser Cable unbundled network element provided by BA-RI.
- e) If Cox requests the dispatch of a BA-RI technician to a Cox Customer=s building or premises, and the trouble is not with BA-RI=s House and Riser Cable, or Cox is not ready, or the BA-RI technician cannot gain access to the premises, a Customer Not Ready Charge applies.

- f) Cox and BA-RI are responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. BA-RI's report time starts when BA-RI receives the trouble report from Cox. Cox's report time starts when it begins the work which results in the issuance of a trouble report to BA-RI.
- g) BA-RI is responsible for providing trouble report status when requested.
- h) All preordering, ordering, provisioning, maintenance and billing requests will be handled through DCAS.
- i) BA-RI agrees to provide Cox identification and access to the MPOE in accordance with the applicable law.

9.7.11.3 Compensation

- a) Non-recurring charges for separate BA-RI House and Riser Cable Elements are presented in the Pricing Schedule (Exhibit A hereto).
- c) Recurring charges for separate BA-RI House and Riser Cable Elements are presented in the Pricing Schedule (Exhibit A hereto).

9.7.12 Provisioning of Ports

9.7.12.1 Description

The line port (unbundled Port Element) represents the physical interface to the switch that terminates the Loop from the Customer premises. BA-RI will provide seven types of line ports:

1. Analog Line Port
2. Basic Rate ISDN Port
3. Primary Rate ISDN Port
4. Integrated Digital Link Carrier Port (TR-08 Interface)
5. DS1 DID/DOD/PBX Port Interface for the termination of digital PBX systems
6. Electronic Key Telephone Port
7. Coin Telephone Port

Unbundled line ports provide access to the functions and capabilities of the local switch, such as line supervision, dial tone, ringing, digit reception and interpretation, a network address (the local directory number), billing recording, access to switch usage and routings, basic intercept and the ability to pre-subscribe to a primary carrier of interLATA and, where available, intraLATA Toll.

Individual lines on unbundled ports will be provisioned as logical members of Cox=s network. The common attributes of this virtual network will include either the public office dialing plan (PODP) or at Cox=s request a routing plan that provides access to shared and dedicated trunking as defined by Cox through the Network Design Request.

BA-RI is recovering its costs for terminating usage on local and toll calls to an unbundled line port through charges to the Originating Party. Calls to such line ports will not be eligible for

reciprocal mutual compensation from BA-RI for such calls. Cox will be responsible for billing access charges to the Interexchange Carrier.

9.7.12.2 Mutual Testing: Testing of line port ordering procedures will begin as soon as Cox is prepared to do so, at a mutually agreed upon date following the Effective Date of this Agreement.

9.7.12.3 Port Interconnection: Ports may be interconnected to collocated transport facilities maintained or designated by Cox via cross-connections provided by BA-RI, for which a Service Access Charge applies as set forth in the Pricing Schedule (Exhibit A hereto).

a) Line Port Service Intervals:

The Installation Intervals for line ports are as shown on Schedule 8.2.

9.7.12.4 Connection and Disconnection Orders

- a) A Line Port Service Charge will be assessed with the activation of a line port as specified in Pricing Schedule (Exhibit A hereto).
- b) A Line Port Installation Charge will be assessed in addition to the Service Charge when the activation of a line port requires new CO wiring as specified in Pricing Schedule (Exhibit A hereto).
- c) The activation of an additional channel or Telephone Number on an established line port will incur a charge as specified in Pricing Schedule (Exhibit A hereto).
- d) The activation of one or more features on an established line will incur a charge as specified in Pricing Schedule (Exhibit A hereto).
- e) As indicated below, BA-RI will allow Cox to interconnect to its automated ordering and tracking systems at the earliest time possible, specifically in the case for connection, disconnection, and reconnection orders.
- f) Service Orders not sent through DCAS when available, will be assessed the Manual Intervention

Surcharge as set forth in Pricing Schedule (Exhibit A hereto).

- g) Network Design Request (NDR): Prior to the ordering of any unbundled line ports, Cox must submit a Network Design Request (NDR). From the NDR and working with Cox, BA-RI will identify the routings of Cox's traffic from the unbundled line ports. Any requirements for customized routings will be identified. The NDR process concludes with the installation of any customized routings and Cox-specific line class codes (LCCs) per end office. This line class code must be provided on all orders requesting unbundled line ports.

The NDR will be billed according to the amount of time used to develop the NDR plan and install the necessary routings and line class codes as stated in Exhibit A.

9.7.12.5 Electronic Ordering And Tracking Interface

BA-RI will provide Cox with an appropriate on-line electronic interface by which Cox may place, verify and receive confirmation of orders for Ports, and issue and track trouble-ticket and repair requests associated with Ports. Where such interface is not available, Cox will not be charged at the Manual Intervention Charge rate but at the Mechanized Rate.

9.7.12.6 Compensation

- a) Bill Format and Issuance: BA-RI will bill and record in accordance with this Agreement those charges Cox incurs as a result of Cox purchasing Unbundled Local Switch Elements from BA-RI. Cox will have one Unbundled Switch billing account per LATA. Each such account will have a unique Billing Account Number (BAN). Cox will receive a separate Unbundled Switching bill per LATA, per month. Each bill shall be formatted in accordance with CABS standards. Each Unbundled Switch bill will include grand totals of each individual Unbundled Switch charge, and sub-totals of the same charges per CLLI code. Each Unbundled Switching Element purchased by Cox shall be assigned a separate and unique billing code or other descriptive identifier and such code or identifier shall be provided to Cox on each bill in which charges for such Element appears. Each

such billing code or identifier shall enable Cox to identify the Element(s) as described in the Pricing Schedule (Exhibit A) of this Agreement ordered by Cox. Each bill shall also set forth the quantity of each such Element provided and billed to Cox.

- b) Non-recurring charges for separate BA-RI Unbundled Local Switching Elements are presented in the Pricing Schedule (Exhibit A hereto).
- c) Recurring charges for separate BA-RI Unbundled Local Switching Elements are presented in the Pricing Schedule (Exhibit A hereto).
- d) Usage rates for separate BA-RI Unbundled Local Switching Elements are presented in the Pricing Schedule (Exhibit A hereto).
- e) Transactional charges for separate BA-RI Unbundled Local Switching Elements are presented in the Pricing Schedule (Exhibit A hereto).

9.8 Maintenance of Unbundled Network Elements

If: (i) Cox reports to BA-RI a Customer trouble; (ii) Cox requests a dispatch; (iii) BA-RI dispatches a technician; and (iv) such trouble was not caused by BA-RI's facilities or equipment in whole or in part, then Cox shall pay BA-RI at the rate stated in Exhibit A. In addition this charge also applies when the end user contact as designated by Cox is not available at the appointed time. Cox accepts responsibility for initial trouble isolation and providing BA-RI with appropriate dispatch information based on their test results. If as the result of Cox's instructions, BA-RI is erroneously requested to dispatch within a BA-RI Central Office or to a POT Bay (dispatch in), a dispatch charge will be assessed to Cox by BA-RI at the rate stated in Exhibit A. If: (i) BA-RI reports a "no trouble found" (NTF), (ii) Cox provides a dispatch function, and/or (iii) the trouble is found to be in BA-RI facilities, then BA-RI shall pay Cox the same rates as it would charge Cox as identified above. BA-RI agrees to respond to Cox trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or any other Telecommunications Carrier.

9.9 True-Up of Monthly Unbundled Loop Charges for Rhode Island

At the time of its first order, Cox may at its option request a true-up to the permanent rates.

9.9.1 BA-RI agrees to provide Cox a true-up for all Loops (SVGALs) purchased by Cox through the end of the initial term of this Agreement up to:

- a) the date of the Initial Loop Rate Decision, as defined in Section 9.9.3; and for
- b) the date of the Final Loop Rate Decision, as defined in Section 9.9.4.

9.9.2 "Current Monthly Rate" is stated in Exhibit A.

9.9.2.1 Notwithstanding the foregoing paragraph 9.9.2, nothing in this Agreement shall be construed to imply that Cox agrees that the Current Monthly Rate set forth in Section 9.9.2 is a reasonable or appropriate charge for unbundled Loops.

9.9.3 "Initial Loop Rate Decision" is any decision of the PUC establishing any interim monthly Loop rates which is issued subsequent to the date of the execution of this Agreement and before the expiration of the initial term of this Agreement.

9.9.4 "Final Loop Rate Decision" represents the lower of any of the following which occur during the initial term of this Agreement:

- a) a decision of the PUC establishing permanent monthly Loop rates which is issued subsequent to either the date of this Agreement or the Initial Loop Rate Decision as modified by any rulings by the FCC or appeals ruled upon in any federal or state court of competent jurisdiction;
- b) any rate established through arbitration between BA-RI and a third party that is approved by a ruling of the PUC, the FCC or any federal or state court of competent jurisdiction; and
- c) the most favorable negotiated Loop rate agreed to by BA-RI and a third party in the State of Rhode Island.

9.9.5 "Initial Loop Months" represents the cumulative sum of total Loops in service to Cox each month for the period beginning on the effective date of this agreement and ending at the date of the Initial Loop Rate Decision. For

example, if ten (10) Loops are in service each month for five (5) months, the number of Loop Months would equal fifty (50).

9.9.6 “Final Loop Months \equiv represents the cumulative sum of total Loops in service to Cox each month for the period beginning on the effective date of this agreement and ending at the date of the Final Loop Rate Decision.

9.9.7 “Initial Per-Loop True-Up \equiv represents the difference between the Current Monthly Rate and the rate established under the Initial Loop Rate Decision.

9.9.8 “Final Per-Loop True-up \equiv represents the difference between the rate established under any Initial Loop Rate Decision and the Final Loop Rate Decision; or the difference between the Current Monthly Rate and the Final Loop Rate Decision absent any Initial Loop Rate Decision.

9.9.9 “Initial True-up Amount \equiv is the product amount calculated by multiplying Initial Loop Months by the Initial Per-Loop True-up.

9.9.10 “Final True-up Amount \equiv is the product amount calculated by multiplying Loop Months by the Final Per-Loop True-up.

9.9.11 BA-RI agrees to pay Cox and Cox agrees to pay BA-RI the Initial True-up Amount as applicable within thirty (30) days of the Initial Loop Rate Decision.

9.9.12 BA-RI agrees to pay Cox and Cox agrees to pay BA-RI the Final True-up Amount as applicable within thirty (30) days of any Final Loop Decision.

9.9.13 Cox and BA-RI will track the number of Loop Months on a prospective basis up until payment of the Final True-up Amount.

9.10 Acknowledgments Related to Unbundled Network Elements

9.10.1 Cox acknowledges that BA-RI=s provision of unbundled Loops provides it with local Loop transmission from the central office to the Customer=s premises, unbundled from local switching or other services.

9.10.2 Cox acknowledges that BA-RI=s provision of unbundled switched transport provides it with local transport from the trunk side of a wireline local exchange carrier switch unbundled from switching or other services.

9.10.3 Cox acknowledges that BA-RI=s provision of unbundled line-side ports provides Cox with access to the available features and functions of the switch as they relate to line side ports as defined in the FCC=s First Report and Order. The switch features which can currently be specified by Cox on an unbundled line-side port order are listed in the Pricing Schedule (Exhibit A

hereto). Cox acknowledges that BA-RI's provision of unbundled trunk-side ports provides them local switching and access to features and functions of the switch as they relate to trunk-side ports unbundled from transport, local Loop transmission and other services.

9.10.4 Cox acknowledges that the Network Element Bona Fide Request (BFR) Process established pursuant to this Agreement satisfies the requirements of the Act to provide unbundled network elements. When additional elements are required BA-RI will provide them, to the extent required by the Act, through the BFR process.

10.0 RESALE -- SECTIONS 251(c)(4) and 251(b)(1)

10.1 Availability of Wholesale Rates for Resale

BA-RI shall offer to Cox for resale at wholesale rates its local exchange telecommunications services, as described in Section 251(c)(4) of the Act, at rates determined by the PUC, pending approval by the PUC of permanent resale rates.

10.2 Availability of Retail Rates for Resale

Cox shall make available its Telecommunications Services for resale at retail rates to BA-RI in accordance with Section 251(b)(1) of the Act.

10.3 Term and Volume Discounts

Upon request, BA-RI agrees to offer term and volume discounts for the retail services sold by Cox.

10.4 True-up to Final Rate

Upon Cox's request, at the time it places its first order, BA-RI will subject any amounts paid by Cox for BA-RI services which Cox resells to a true-up to the final rates set by the RI PUC.

11.0 NOTICE OF CHANGES -- SECTION 251(c)(5)

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

12.0 COLLOCATION -- SECTION 251(c)(6)

12.1 Upon request, BA-RI shall provide to Cox Physical or Virtual Collocation for its transport facilities and equipment, pursuant to the terms and conditions of BA-RI's approved applicable tariffs on file with the FCC and the PUC as necessary for Interconnection (pursuant to Section 4.0) or for access to unbundled Network Elements (pursuant to Section 9.0). BA-RI may provide for Virtual Collocation if BA-RI demonstrates to the PUC that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. Upon request by Cox and to the extent technically feasible and as space permits, BA-RI shall provide collocation at additional locations for placement of such equipment and alternative physical collocation arrangements to the extent required by the Act and the FCC's Rules.

12.2 Although not required to do so by Section 251(c)(6) of the Act, by this Agreement Cox agrees, space permitting, to provide to BA-RI, upon BA-RI's Network Element Bona Fide Request, Collocation of equipment for purposes of Interconnection (pursuant to Section 4.0) on a non-discriminatory basis and at comparable rates, terms and conditions as Cox may provide to other common carriers. Cox shall provide such Collocation subject to applicable tariffs or contracts.

12.3 Cox shall provide its own or third party leased transport facilities and terminate those transport facilities in equipment located in its Physical Collocation space at the BA-RI's premises as described in applicable tariffs or contracts. Cox may also provision cross-connection facilities to its side of the demarcation point.

12.4 Fiber Optic Interconnection. Cox will provide fiber optic cable for interconnection from the entrance manhole to its collocation space. BA-RI will extend Cox's fiber optic cable from the entrance manhole through the entrance conduit and cable vault, splice the cable to Cox-provided fire retardant riser cable, and deliver it to Cox's collocation space. Cox will pay BA-RI for such activity on a time and materials basis, and will reimburse BA-RI for any other reasonable costs incurred (e.g., police details).

12.5 Access to Alarm Signals. BA-RI will, at Cox's specific request, provide to Cox access to the alarm signals that BA-RI uses itself to alert it to equipment,

network or environmental problems where the conditions indicated by such alarms directly impact Cox's collocated equipment.

12.6 Third Party CLEC Collocation. Cox may connect its collocated equipment to that of other local exchange carriers within the same premises as long as the collocated equipment is used for interconnection with BA-Rl or access to BA-Rl's unbundled network elements. Any required connections placed outside of either carrier's actual physical collocation space will be provided by BA-Rl.

12.7 Collocation Requests. BA-Rl will use its best efforts to provide an acknowledgment of proper receipt of Cox's physical collocation request within two (2) business days. Provided the collocation request is materially complete, including any required fee, BA-Rl will respond within fifteen (15) business days indicating whether or not the request can be accommodated and providing Cox with a Collocation Schedule which sets forth recurring charges and design and construction costs and providing results of a site survey. BA-Rl will also make available, when ready, a basic drawing of the collocation space including the location and dimensions of the space and the location of such items as nearby walls, doors, ground bars, AC convenience outlets and BA-Rl Point of Termination Bays. Within twenty-two (22) business days of receiving BA-Rl's written quotation Cox will respond with an acceptance, rejection or request for clarification of the quotation. BA-Rl will use its best efforts to respond within two (2) business days to any request by Cox for clarification of BA-Rl's quote. Under normal circumstances, BA-Rl shall initiate construction of the facility and shall turn the completed facility over to Cox within sixty-one (61) business days after acceptance of the quotation and payment of a portion of the nonrecurring charges as specified in BA-Rl's tariff.

To the extent required by the Act and FCC's Orders, BA-Rl shall permit Cox to have the collocation facility constructed by a third party subcontractor suitable to BA-Rl. In such event, an appropriate reduction will be made in the construction charges otherwise payable to BA-Rl.

12.8 Outlets. BA-Rl will make available to Cox, at the rates and charges in BA-Rl's applicable tariffs and at Cox's request, 110 volt AC power provided through two quad outlets per 100 square feet of collocation space, located per Cox's reasonable request. Each of the outlets in the quad shall be supported by a 20-ampere circuit breaker. Negative forty-eight (-48) volt DC power feed(s) at a current draw availability of up to 60 amperes will also be provided at a suitable point in the space. Different locations for the 110 V and -48 V power outlets may also be mutually agreed upon. In the alternative Cox will be allowed, within its collocation space, to place rectifier equipment to provide its own -48 volt power. Cox may not place batteries within the collocation space.

12.9 Heating, Ventilation and Air Conditioning. HVAC Toll Switch Room grade Heating, Ventilation and Air Conditioning, (HVAC) will be provided by BA-Rl as provided by tariff.

13.0 NUMBER PORTABILITY -- SECTION 251(b)(2)

13.1 Scope

13.1.1 The Parties shall provide Number Portability on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the FCC and/or the PUC.

13.1.2 Until Number Portability is implemented by the industry pursuant to regulations issued by the FCC or the PUC, the Parties agree to provide Interim Telecommunications Number Portability (INP) to each other through remote call forwarding, route indexing, or full NXX code migration at the prices listed in the Pricing Schedule.

13.1.3 After the deadline established by the FCC for implementation of Number Portability either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to ninety (90) day advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP Customer numbers to Number Portability. Upon implementation of Number Portability pursuant to FCC regulation, both Parties agree to conform and provide such Number Portability.

13.2 Procedures for Providing INP Through Remote Call Forwarding

Cox and BA-RI will provide INP through Remote Call Forwarding as follows:

13.2.1 A Customer of one Party (Party A) elects to become a Customer of the other Party (Party B). The Customer elects to utilize the original telephone number(s) corresponding to the Exchange Service(s) it previously received from Party A, in conjunction with the Exchange Service(s) it will now receive from Party B. Upon receipt of a signed letter of agency from the Customer (and an associated service order) assigning the number to Party B, Party A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Party B. Party A will route the forwarded traffic to Party B over the appropriate Local/IntraLATA Trunks as if the call had originated on Party A's network.

13.2.2 Party B will become the Customer of record for the original Party A telephone numbers subject to the INP arrangements. Party A shall use its reasonable efforts to consolidate into as few billing statements as possible for all collect, calling card, and third-number billed calls associated with those numbers, with sub-account detail by retained number. At Party B's sole discretion, such billing statement shall be delivered to Party B in an agreed-upon format via either electronic file transfer, daily magnetic tape, or monthly magnetic tape.

13.2.3 Party A will update its Line Information Database (LIDB) listings for retained numbers, and restrict or cancel calling cards associated with those forwarded numbers as directed by Party B.

13.2.4 Within two (2) business days of receiving notification from the Customer, Party B shall notify Party A of the Customer's termination of service with Party B, and shall further notify Party A as to that Customer's instructions regarding its telephone number(s). Party A will reinstate service to that Customer, cancel the INP arrangements for that Customer's telephone number(s), or redirect the INP arrangement to another INP-participating-LEC pursuant to the Customer's instructions at that time.

13.3 Procedures for Providing INP Through Route Indexing

Upon mutual agreement, BA-RI will deploy a Route Index arrangement as mutually agreed upon, which combines direct trunks, provisioned between BA-RI's and Cox's End Offices, with trunk side routing translations. Under this arrangement, inbound calls to a ported number will be pointed at a route index that sends the call to a dedicated trunk group, built as a direct final, for the sole purpose of facilitating completion of calls to a ported number. BA-RI will coordinate with Cox to provide this solution in a mutually agreeable and administratively manageable manner (i.e., NXX level) so as to minimize switch resource utilization for both Parties.

13.4 Procedures for Providing INP Through Full NXX Code Migration

Where either Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another.

13.5 Other Interim Number Portability Options

Cox may also request Direct Inward Dial Trunks pursuant to applicable tariffs. If interim number portability is made available to any Party for information services traffic (i.e., 976), it will be made available to Cox.

13.6 Receipt of Terminating Compensation on Traffic to INP'ed Numbers

The Parties agree that under INP, terminating compensation on calls to INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this Section (13.6), whereby terminating compensation on calls subject to INP will be passed from the Party (the Performing Party) which performs the INP to the other Party (the Receiving Party) for whose Customer the INP is provided.

13.6.1 The Parties shall individually and collectively track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are INP'ed numbers. The Receiving Party shall charge the Performing Party for each minute of INP traffic at the INP Traffic Rate specified in Section 13.6.3 in lieu of any other compensation charges for terminating such traffic.

13.6.2 By the Interconnection Activation Date, the Parties shall jointly estimate for the prospective year, based on historic data of all traffic in the LATA, the percentages of such traffic that if dialed to telephone numbers bearing NPA-NXXs directly assigned to a Receiving Party (as opposed to the INP'ed number) would have been: (i) Local Traffic between the Parties (Local Reciprocal Traffic); (ii) IntraLATA Toll Traffic between the Parties (IntraLATA Toll Reciprocal Traffic); (iii) traffic subject to Intrastate FGD charges (Intra Traffic); (iv) traffic subject to Interstate FGD charges (Inter Traffic); or (v) Local Traffic handled under transiting arrangements between the Parties (Transit Traffic). On the date which is six (6) months after the Interconnection Activation Date, and thereafter on each succeeding six (6) month anniversary of such Interconnection Activation Date, the Parties shall establish new INP traffic percentages to be applied in the prospective six (6) month period, based on actual INP traffic percentages from the preceding six (6) month period.

13.6.3 The INP Traffic Rate shall be equal to the sum of: (Local Reciprocal Traffic percentage times the Local Reciprocal Compensation Rate set forth in the Pricing Schedule) plus (IntraLATA Toll Reciprocal Traffic percentage times the Reciprocal Compensation Rate set forth in the Pricing Schedule) plus (Intra Traffic percentage times BA-RI's effective intrastate FGD rates) plus (Inter Traffic percentage times BA-RI's effective interstate FGD rates). A rate of zero shall be applied to the Transit Traffic percentage.

13.7 True-up of Monthly INP Costs

13.7.1 From February 1, 1997 until such time as a competitively neutral cost recovery mechanism is implemented pursuant to a PUC or FCC order (the Interim Recovery Period), the Parties shall track and record the cumulative sum of ported numbers provided via an INP functionality to each other each month for the purpose of calculating an NP true-up amount that the Party providing an NP functionality may then be entitled to bill and receive under such PUC or FCC order. The true-up amount shall equal the sum of the ported number provided to the Party receiving the INP functionality, multiplied by the number of months applicable to each ported number during the Interim Recovery Period, multiplied by the Final INP Rate set by the PUC or FCC. Numbers ported prior to February 1, 1997, shall be provided at the prices listed in the Pricing Schedule.

13.7.2 In the event the PUC or FCC establishes a competitively neutral cost recovery mechanism which allows recovery of amounts for the provision of INP functionality different from those amounts listed for such functionality in the Pricing Schedule, the Parties shall adopt such different amounts in accordance with such competitively neutral cost recovery mechanism. Should the FCC or PUC adopt a competitively neutral cost recovery mechanism for INP which differs from that stipulated to by the Parties herein, the Parties shall adopt such a mechanism pursuant to said order in lieu of the payment arrangements outlined in this Section (13.0).

14.0 NUMBER RESOURCE ASSIGNMENTS

Until such time as number administration is provided by a third party, BA-RI shall assign to Cox NXX codes in accordance with national guidelines at no charge.

15.0 DIALING PARITY -- SECTION 251(b)(3)

BA-RI shall provide Local Dialing Parity as required under Section 251(b)(3) of the Act in the following manner. Telephone numbers are provided pursuant to Section 14.0; Directory Assistance is provided pursuant to Section 19.2; Directory Listings are provided pursuant to section 19.1; and Operator Services are provided pursuant to Section 19.2.

16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

Each Party shall provide the other Party access to its poles, ducts, rights-of-way and conduits it owns, to the extent permitted by law, if related contracts allow, and as required by Section 224 of the Act or PUC Order, on terms,

conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable tariffs and/or standard agreements with such entities.

The Parties agree that should the other require access to the poles, ducts, conduit and rights of way within their respective control and if related contracts allow, they will negotiate the terms of such access to be consistent with the provisions of 47 U.S.C. Section 224. Nothing in this section prohibits either Party from obtaining access to poles, ducts, conduits or rights of way from any third party.

17.0 DATABASES AND SIGNALING

BA-RI shall, at Cox's election, provide Cox with electronic interfaces to access BA-RI's databases, including LIDB and 800/888, and associated signaling necessary for the routing and completion of Cox's traffic through the provision of SS7 under its applicable tariffs.

18.0 REFERRAL ANNOUNCEMENT

When a Customer changes its service provider from BA-RI to Cox, or from Cox to BA-RI, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement (Referral Announcement) on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer, for a period of not less than four (4) months after the date the Customer changes its telephone number in the case of business Customers and not less than sixty (60) days after the date the Customer changes its telephone number in the case of residential Customers. However, if either Party provides Referral Announcements for a period different than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

19.0 DIRECTORY SERVICES ARRANGEMENTS

BA-RI will provide certain directory services to Cox as defined herein. In this Section (19.0) of this Agreement, references to Cox Customer telephone numbers means telephone numbers falling within NXX codes directly assigned to Cox and to numbers which are retained by Cox on the Customer's behalf pursuant to Interim Telecommunications Number Portability arrangements described in Section 13.0 of this Agreement.

19.1 Directory Listings and Directory Distributions

19.1.1 BA-RI will include Cox Customers telephone numbers in all of its “White Pages” and “Yellow Pages” directory listings (including electronic directories) and directory assistance databases associated with the areas in which Cox provides services to such Customers, and will distribute such directories to such Customers, in an identical and transparent manner in which it provides those functions for its own Customers' telephone numbers.

19.1.2 BA-RI will include all Cox NXX codes on appropriate existing calling charts in the BA-RI Customer Guide section of the directory in the same manner as it provides this information for its own NXX codes.

19.1.3 Cox will provide BA-RI with its directory listings and daily updates to those listings (including new, changed, and deleted listings) in a mutually agreed upon format at no charge.

19.1.4 BA-RI will accord Cox directory listing information the same level of confidentiality which BA-RI accords its own directory listing information and in any event shall not distribute Cox=s directory listing information to third parties without Cox=s written consent.

19.1.5 BA-RI shall provide Cox at no charge with: (i) one basic single line white and yellow page directory listing per business Customer number, or one basic single line white page directory listing per residence Customer number; (ii) directory distribution for Cox Customers; and (iii) listings of Cox Customers in the directory assistance database.

19.1.6 BA-RI will provide Cox with a report of all Cox Customer listings ninety (90) days prior to directory publication in such form and format as may be mutually agreed to by both Parties. Both Parties shall use their best efforts to ensure the accurate listing of such information.

19.1.7 Yellow Page Maintenance

BA-RI will work cooperatively with Cox so that Yellow Pages advertisements purchased by Customers who switch their service to Cox (including Customers utilizing Interim Telecommunications Number Portability) are maintained without interruption. BA-RI will allow Cox Customers to purchase new Yellow Pages advertisements without discrimination, under the identical rates, terms and conditions that apply to BA-RI's Customers.

19.1.8 Information Pages

BA-RI will include in the “Information Pages” or comparable section of its White Pages Directories for areas served by Cox, listings provided by Cox for Cox=s installation, repair and Customer service information, including

appropriate identifying logo. Cox shall be allocated one page. Such listings shall appear in the manner that such information appears for subscribers of BA-RI and other LECs. BA-RI shall not charge Cox for inclusion of this information.

19.2 Directory Assistance (DA) and Operator Services (OS)

19.2.1 Upon request, BA will provide Cox with directory assistance and/or IntraLATA operator services in accordance with the rates and terms set forth in the Pricing Schedule (Exhibit A hereto) and the Directory Assistance and Operator Services Agreement appended hereto as Exhibit C.

19.2.2 Cox shall arrange at its expense the trunking and other facilities required to transport traffic to and from the designated DA and OS switch locations.

19.3 Wholesale Busy Line Verification and Interrupt (BLV/I)

19.3.1 Wholesale Busy Line Verification permits the operator of one local carrier to request the status of access lines (conversation in progress, available to receive calls, or out of order) that are served by another local carrier. Interrupt allows the operator of one local carrier to request interruption of conversation on access lines that have been determined to be in use.

19.3.2 If Local Carrier A decides or is required by a regulatory body of competent jurisdiction to offer BLV/I services to enable its Customers to verify and/or interrupt calls of Local Carrier B's Customers, the operator bureau of Local Carrier B shall accept and respond to Wholesale BLV/I requests from the operator bureau of Local Carrier A. Cox and BA-RI shall compensate the other Local Carrier for Wholesale BLV/I inquiries in accordance with the rates of the other Local Carrier's Tariff or at the rates specified in Exhibit A of this Agreement for Wholesale BLV/I.

19.3.3 The Local Carrier B operator shall only verify the status of the line or interrupt the line to inform the called party that another caller is attempting to reach them. The Local Carrier B operator will not complete the telephone call of the Customer initiating the BLV/I request. The Local Carrier B operator will make only one Wholesale BLV/I attempt per operator bureau telephone request, and the applicable charges apply whether or not the called party releases the line. Wholesale BLV/I cannot be performed on telephone numbers utilizing a "call forwarding" feature. The operator shall respond to only one telephone number per call on requests for Wholesale BLV/I.

19.3.4 Each Local Carrier shall route Wholesale BLV/I traffic inquiries over separate direct trunks groups (and not the Local/IntraLATA/InterLATA Trunks established between the Local Carriers' respective operator bureaus. Each Party shall offer interconnection for Wholesale BLV/I traffic at its operator services switch serving the LATA or other mutually agreed point within the LATA.

Unless otherwise mutually agreed, the Parties shall configure Wholesale BLV/I trunks over the Interconnection architectures in accordance with the terms of Section 4 of this Agreement. Local Carrier A shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to Local Carrier B.

19.4 Direct Access to Directory Assistance (DADA)

Direct Access to Directory Assistance (DADA) is a database service that provides for access to BA-RI listings by a Cox operator. The DADA database is a physically distinct entity from the BA-RI DA database, populated with identical listing data, and updated from the same source on a daily basis.

Cox is required to arrange for interconnection to the database. BA-RI will interconnect at any technically feasible point designated by Cox.

BA-RI will provide Cox with a User Guide for training its agents.

Rates and Charges for DADA are set forth in the Pricing Schedule.

19.5 Operator Emergency Bulletin Service

This option provides Cox with emergency numbers of police, fire, ambulance and Public Safety Answering Points (PSAP) in the BA-RI serving area so that Cox operators can connect callers directly to the proper emergency bureaus.

The BA-RI Operator Emergency Bulletin Service lists the emergency, police, fire, ambulance and PSAP telephone numbers by municipality and in alphabetical order for each of the areas served by BA-RI.

Operator Emergency Bulletin Service is available for use by Cox operators for the sole purpose of assisting callers in reaching an emergency bureau.

Operator Emergency Bulletin Service is a copy of BA-RI's own emergency bulletin. This agreement includes one annual copy of the bulletin plus periodic updates during the year. Independent telephone companies' emergency numbers are not included (Exhibit A hereto).

Rates and charges for Operator Emergency Bulletin service are set forth in the Pricing Schedule.

19.6 Operator Passthrough Service

This option provides Cox's end users with access to operators of their Presubscribed Interexchange Carriers (IC) for operator assisted call completion. This option applies only when the Presubscribed IC provides Operator Services for Cox's end users for calls originating from a particular LATA and is capable of receiving calls passed through it by BA-RI in that LATA.

BA-RI will, when requested by Cox's end user, connect that end user to a specified IC for operator call completion provided that IC offers operator services in that end user's originating LATA and is capable of receiving calls passed through to it by BA-RI in that LATA.

If the IC does not provide Operator Services for Cox's end user, at the option of the IC, BA-RI will provide Cox's end user with access to an IC designated Operator Services Provider or to a BA-RI provided announcement which will direct Cox's end user to contact their Presubscribed IC for dialing instructions.

The Operator Passthrough charge is applied on an operator work second basis, and rated using the 0-Operator Handled calls in the Pricing Schedule.

Cox will be assessed this charge on calls that are passed through to either the Presubscribed IC's operator, or a BA-RI provided recording indicating that the IC does not provide service in that area.

Rates and charges applied to Operator Passthrough Service are set forth in the Pricing Schedule.

20.0 COORDINATION WITH TARIFF TERMS/ GENERAL RESPONSIBILITIES OF THE PARTIES

20.1 Applicable Tariffs. The Parties acknowledge that some of the services, facilities, and arrangements described herein are or will be available under and subject to the terms of the federal or state tariffs of the other Party applicable to such services, facilities, and arrangements. To the extent a tariff of the providing Party applies to any service, facility and arrangement described herein, the Parties agree as follows:

20.1.1 As applied to wholesale discount rates, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Exhibit A shall serve as interim rates until such time as they are replaced by such permanent rates as may be approved by the Commission pursuant to the Act or FCC Regulations. At such time as such permanent rates have been approved by the Commission, the Parties shall update Exhibit A periodically as necessary to reflect the permanent rates.

20.1.2 BA-RI will provide Cox with direct notice of any BA-RI tariff charges or filings that modify or affect the rates and charges set forth in the Pricing Schedule (Exhibit A hereto).

20.1.3 The rates and charges shall conform with those contained in the then prevailing Tariff and vary in accordance with any changes that may be made to the Tariff rates and charges subsequent to the Effective Date. Except

with respect to the rates and charges described in this Section (20.1) all other terms contained in an applicable Tariff of the providing Party shall apply in connection with its provision of the particular service, facility, and arrangement hereunder.

20.2 Compliance with Implementation Schedule. Both BA-RI and Cox shall use their best reasonable efforts to comply with the implementation schedule.

20.3 Information Exchange to Facilitate Interconnection/Traffic Completion. The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all Customers in their respective designated service areas. Cox, for the purpose of ubiquitous connectivity, network diversity and alternate routing, shall connect to at least one Tandem Office Switch for the receipt/completion of traffic to any BA-RI End Office Switches.

20.4 Requirement Forecasts. Thirty (30) days after the Effective Date and each quarter during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, non-binding forecast of its traffic and volume requirements for the services and Network Elements provided under this Agreement in the form and in such detail as agreed by the Parties. Notwithstanding Section 29.6.1, the Parties agree that each forecast provided under this Section (20.4) shall be deemed "Proprietary Information" under Section 29.6.

20.5 Binding Forecasts. Any Party that is required, pursuant to this Agreement, to provide a forecast (the Forecast Provider) or the Party that is entitled pursuant to this Agreement to receive a forecast (the Forecast Recipient) with respect to traffic and volume requirements for the services and Network Elements provided under this Agreement, may request in addition to non-binding forecasts required by Section 20.4, that the other Party enters into negotiations to establish a forecast (a Binding Forecast). Such Forecast commits the Forecast Provider to purchase, and the Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding Section 29.6.1, the Parties agree that each forecast provided under this Section (20.5) shall be deemed "Proprietary Information" under Section 29.6.

20.6 Obligation to Provide Necessary Facilities. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format

compatible with BA-RI's network and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 20.3 and 20.4 above. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

20.7 Interference. Neither Party shall use any service related to or any of the Services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's Customers, and either Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice, if practicable, at the earliest practicable time.

20.8 Responsibility for Services. Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

20.9 Prevention of Unauthorized Use/Fraud

20.9.1 The Parties agree to cooperate to prevent, identify and cure unauthorized use or fraud associated with clip on fraud, third-number billed calls, calling card calls, information provider calls, abuse of remote access features, off-hour abuse, network and/or PBX hacking, and viruses, and any other services related to this Agreement. The Parties shall meet at least two times a year to discuss ways to minimize or prevent unauthorized use. BA-RI shall make available any fraud or unauthorized use prevention procedures or equipment it uses to Cox.

20.9.2 A party shall promptly notify the other whenever it suspects or knows of unauthorized use of Wholesale Services, Unbundled Network Elements or other services provided hereunder and shall assist the other in the identification of responsible individuals, the preparation and presentation of relevant information to federal, state and/or local officials for the purpose of prosecuting those individuals responsible for the unauthorized use of the Wholesale Service, Unbundled Network Element or other services provided hereunder. A party shall provide, where requested and where available, any relevant call information, including: the number on which the call was received, the translated number, the circuit number, the date and time of call, call duration, switch identification, and identification of trunk type.

20.9.3 If the FCC, the (PUC) or a court determines that the parties are liable to a third party for unauthorized or fraudulent use without assigning or apportioning the liability between the Parties, or where the Parties agree that together they are potentially liable for a sum certain, then the Parties shall allocate the liability between them as follows: where a Party had the sole ability to prevent the unauthorized or fraudulent use or where that Party had the sole

responsibility to monitor or detect the unauthorized use and it failed to do so or failed to act promptly to prevent continued abuse, and where such failure was not caused in part by the failure of the other Party to promptly give notice of information in its possession regarding the occurrence of the fraudulent or unauthorized use, then that Party shall bear the entire amount of the liability. In all other cases, the Parties shall share on a pro rata basis any financial responsibility to the unauthorized use. If the Parties are unable to agree on the appropriate financial responsibility for the unauthorized use, the Parties shall submit the matter to arbitration pursuant to Section 29.20.

20.9.4 Nothing herein shall be deemed to establish or expand the liability of either Party to any third party for unauthorized or fraudulent use.

20.10 Responsibility for Administration of NXX Codes. Each Party is responsible for administering NXX codes assigned to it.

20.11 Local Exchange Routing Guide. Each Party is responsible for obtaining Local Exchange Routing Guide (LERG) listings of CLLI codes assigned to its switches.

20.12 Designated Local Exchange Routing Guide. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

20.13 Traffic Routing Updates. Each Party shall program and update its own Switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such switch updating activities.

20.14 Insurance. At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense, all insurance required by law (i.e., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury and for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self insurance).

20.15 End User Repair Calls. The Parties will employ the following procedures for handling misdirected repair calls:

20.15.1 In answering repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit Customers to market services. Either Party will respond with factual information in answering Customer questions.

20.15.2 Each Party will notify its Customers as to the correct telephone numbers to call in order to access its repair bureaus.

20.15.3 To the extent possible, where the correct local exchange carrier can be determined, misdirected repair calls to one Party will be immediately referred to the other Party, as appropriate in a courteous manner, at no charge.

20.15.4 The Parties will provide their respective repair contact numbers to one another on a reciprocal basis.

21.0 TERM AND TERMINATION

21.1 Initial Term. The initial term of this Agreement shall be three (3) years from the effective date and shall expire on February 4, 2002. Absent the receipt by one Party of written notice from the other Party at least sixty (60) days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after the expiration of the Term until terminated by either Party as set forth below.

21.1.1 If pursuant to Section 21.1 the Agreement continues in full force and effect after the expiration of the Term, either Party may terminate the Agreement one hundred eighty (180) days after delivering written notice to the other Party of the intention to terminate this Agreement. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section (21.1) other than to pay to the other Party any amounts owed under this Agreement.

21.2 Termination of Agreement. Upon termination or expiration of this Agreement in accordance with this Section (21.0):

- a) each Party shall comply immediately with its obligations set forth in Section 29.6.3;
- b) each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;
- c) each Party's indemnification obligations shall survive termination or expiration of this Agreement;
- d) each Party shall continue to perform its obligations and provide its services described herein until such time as a survivor Agreement between the Parties is entered into; provided, however, that the Parties may

mutually agree to renegotiate the rates, fees and charges herein to reflect any costs or expenses associated with the transfer, renewal or termination of this Agreement.

21.3 Transitional Support

Upon the termination or expiration of this Agreement, Cox may itself provide or retain another vendor to provide Local Services, Network Elements, Combinations or other access or services comparable to those furnished under the terms of this Agreement. BA-RI agrees to cooperate with Cox and to use commercially reasonable efforts to effect an orderly and efficient transition to Cox or Cox's new vendor, subject to the payment by Cox to BA-RI of the reasonable costs incurred in providing such cooperation.

21.4 Remedies Set Forth are Non-exclusive and Cumulative. Except as set forth in Section 27, no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

22.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES / DEFAULT

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

22.1 Default/Violations. If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement and services hereunder by written notice, provided the other Party has provided the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice at least twenty-five (25) days prior to terminating service. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the twenty-five (25) day period, the other Party will not terminate service of the this Agreement but shall be entitled to recover all cost, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of service.

23.0 CANCELLATION CHARGES

Except as provided in Sections 9.7.4 and 20.4 and pursuant to a Network Element Bona Fide Request, or as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

24.0 NON-SEVERABILITY

24.1 Agreement Mutually Negotiated. The services, arrangements, Interconnection, Network Elements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable, subject only to Section 29.14 of this Agreement.

24.2 Conformance with Federal and State Law. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

25.0 INDEMNIFICATION

25.1 Claims by Third Parties. With respect to all matters under this Agreement other than wholesale resold services referred to in Section 10.0 of this Agreement (which shall be governed by applicable Tariffs), to the extent not prohibited by Applicable Law, each Party (the Indemnifying Party) shall indemnify and hold harmless the other Party (Indemnified Party) from and against loss, cost, claim, liability, damage, and expense (including reasonable attorney's fees) to third parties for:

- a) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;
- b) claims for libel, slander, infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers; and
- c) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

25.2 Notification and Cooperation. The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section (25.0), and, if requested by the Indemnifying

Party, will tender the defense of such claim, lawsuit or demand. In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost, liability, damaged and expense. In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand. The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

26.0 LIMITATION OF LIABILITY

26.1 Gross Negligence or Willful misconduct. Except: (i) as otherwise provided in Section 25.0 of this Agreement; and (ii) to the extent that appropriate remedies are agreed to by the Parties or ordered by the Commission, no liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants or employees for any cost, expense, claim, liability, damage, expense or other losses in the absence of gross negligence or willful misconduct.

26.2 No Liability for Other Party's Conduct. Except: (i) as otherwise expressly provided in Section 25.0 of this Agreement; and (ii) to the extent that appropriate remedies are agreed to by the Parties or ordered by the Commission, no Party shall be liable to the other Party for any cost, expense, claim, liability, damage, expense or other loss caused by the conduct of the other Party, the other Party's agents, servants, contractors or others acting in aid or concert with the other Party.

26.3 Consequential Damages. Except to the extent that appropriate remedies expressly including Consequential Damages are agreed to by the Parties or ordered by the Commission, in no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental, or punitive damages, including, but not limited to, loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, Consequential Damages), even if the other Party has been advised of the possibility of such damages.

26.4 Negligent Acts or Omissions: Limitation on Damages. Except: (i) as otherwise provided in Section 25.0; and (ii) to the extent that appropriate remedies are agreed to by the Parties or ordered by the Commission, each Party's liability to the other Party for any loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the amount that is or would have been charged to the other Party by such negligent or breaching Party for the specific service(s) or function(s) not performed or improperly performed, and only for the

period of time such service or function was not performed or improperly performed.

27.0 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES

27.1 Performance Standards

BA-RI shall provide the Interconnection and unbundled Network Elements contemplated hereunder in accordance with the performance standards set forth in Section 251(c) of the Act and the FCC Regulations and the Commission.

27.2 Performance Reporting

27.2.1 BA-RI shall supply to Cox quarterly performance reports on BA-RI's performance in the State of Rhode Island. The reports shall contain the information described in, and be substantially in the format of, the documents attached hereto as Schedules 27.2-A through 27.2-F

27.2.2 Notwithstanding subsection 27.2.1 above and in addition to the quarterly performance reports set forth in Schedules 27.2-A through 27.2-F at such time as BA-RI makes available the Performance Monitoring Reports set forth in the Memorandum Opinion and Order adopted by the FCC on August 14, 1997 ("the FCC Merger Order"), to other Telecommunications Carriers purchasing Interconnection from BA-RI, BA-RI shall provide Cox with the Performance Monitoring Reports applicable to Cox in accordance with the requirements of said FCC Merger Order.

27.3 Performance Remedies

The question of what remedies or other action might be appropriate in any situation where Cox believes, that Bell Atlantic is not complying with the performance standards referenced in subsection 27.1 above shall be resolved, in the first instance, through negotiations between the Parties and, failing successful negotiations, through the complaint processes of the Commission, the FCC or a court of competent jurisdiction. BA-RI agrees to join Cox in encouraging the Commission to develop expedited procedures for the resolution of any performance-related complaints.

28.0 COMPLIANCE WITH LAWS / REGULATORY APPROVAL

28.1 Parties will Comply with Applicable Laws. Each Party represents and warrants that it is now and will remain in compliance with all Applicable Laws. Each Party shall promptly notify the other party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

28.2 Filing as Part of BA-RI's Section 271 Application. The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC as an integral part of BA-RI's application pursuant to Section 271(d) of the Act. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement, including, without limitation, the conformance of this Agreement to the FCC Regulations as provided in Section 28.3 below.

28.3 FCC Regulations Affecting Agreement. The Parties recognize that the FCC has issued and may continue to issue the FCC Regulations implementing Sections 251, 252, and 271 of the Act that affect certain terms contained in this Agreement. In the event that any one or more of the provisions contained herein is inconsistent with any applicable rule contained in such FCC Regulations or, in BA-RI's reasonable determination, affects BA-RI's application pursuant to Section 271(d) of the Act, the Parties agree to make only the minimum revisions necessary to eliminate the inconsistency or amend the application-affecting provision(s). Such minimum revisions shall not be considered material, and shall not require further Commission approval (beyond any Commission approval required under Section 252(e) of the Act).

28.4 Modification of Agreement Due to Applicable Law or FCC Regulation. In the event any Applicable Law or FCC Regulation requires modification of any material term(s) contained in this Agreement or if any of the definitions that are expressly taken from the Act are amended in any material fashion, either Party may require a renegotiation of the term(s) that require direct modification as well as of any term(s) that require modification of any non-material term(s), then the Parties agree to make only the minimum modifications necessary, and the remaining provisions of this Agreement shall remain in full force and effect. For purposes of this Section (28.4) and without limitation of any other modifications required by Applicable Laws, the Parties agree that any modification required by Applicable Laws: (i) to the Reciprocal Call Termination compensation structure for the transport and termination of Local Traffic described in Exhibit A; or (ii) that affects either Party's receipt of reciprocal compensation for the transport and termination of Local Traffic, shall be deemed to be a modification of a material term that requires immediate good faith renegotiation between the Parties. Until

such renegotiation results in a new agreement or an amendment to this Agreement between the Parties, the Parties agree that: (a) in the case of (i) above, they will pay each other appropriate transport charges in addition to the usual call termination charge for Local Traffic that it delivers to the other Party's Local Serving Wire Center, provided each Party continues to offer the option of delivering Local Traffic to another IP in the LATA at the usual call termination charge only; and (b) in the case of (ii) above, the Party whose receipt of reciprocal compensation is affected shall not be obligated to pay the other Party reciprocal compensation for the other Party's transport and termination of the same kind of Local Traffic delivered by the affected Party in excess of what the affected Party is permitted to receive and retain.

29.0 MISCELLANEOUS

29.1 Authorization

29.1.1 BA-RI is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

29.1.2 Cox is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval. Cox represents that it intends to be a provider of telephone exchange service to residential and business subscribers offered exclusively over its own telephone exchange service facilities or predominantly over its own telephone exchange service facilities or in combination with the resale of the telecommunications services of other carriers, or via resale of services as outlined herein.

29.2 Compliance

Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

29.3 Compliance with the Communications Assistance for Law Enforcement Act of 1994 (CALEA)

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

29.4 Independent Contractor

Neither this Agreement, nor any actions taken by BA-RI or Cox in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Cox and BA-RI, or any relationship other than that of purchaser and seller of services.

Neither this Agreement, nor any actions taken by BA-RI or Cox in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between BA-RI and Cox=s end users.

29.5 Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a Force Majeure Event).

If any Force Majeure Event occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by Force Majeure Event shall be abated and shall resume without liability thereafter.

29.6 Confidentiality

29.6.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, agents or Affiliates (its Representatives and with a Party, a Receiving Party) pursuant to this Agreement (Proprietary Information) shall be deemed the property of the Disclosing Party. Proprietary information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it: (a) shall be held in confidence by each Receiving Party; (b) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 29.6.2.

29.6.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section [29.6] with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

29.6.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

29.6.4 The Parties will treat Customer Proprietary Information in accordance with Section 222 of the Act and any FCC regulations issued pursuant thereto.

29.7 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the law of Rhode Island, except for its conflicts of laws provisions. In addition, insofar as and to the extent federal law may apply, federal law will control.

29.8 Taxes

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

29.9 Assignment

Either Party may assign this Agreement or any of its rights or obligations hereunder to a third party, with the other Party's prior written consent, which consent shall not be unreasonably withheld upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory performance under this Agreement. Any assignment or delegation in violation of this subsection shall be void and ineffective and constitute a default of this Agreement. No consent will be required in the event of assignment to a parent owning a majority of the Party, or a majority owned subsidiary of the Party, provided that such assignment shall not relieve the assigning Party of its obligations hereunder unless otherwise agreed to by the Parties.

29.10 Non-Waiver

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

29.11 Disputed Amounts

29.11.1 If any portion of an amount due to a Party (the Billing Party) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the Non-Paying Party) shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give notice to the Billing Party of the amounts it disputes (Disputed Amounts) and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due: (i) all undisputed amounts to the Billing Party; and (ii) all Disputed Amounts into an interest bearing escrow account with a third Party escrow agent mutually agreed upon by the Parties.

29.11.2 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of: (i) one and one-half percent (1-1/2%) per month; or (ii) the highest rate of interest that may be charged under applicable law.

29.11.3 Within seven (7) days of receipt of such notice each Party shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the person(s) with direct responsibility for the administration of this Agreement and who shall attempt to resolve the issue through negotiations. If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives, or within fifty-two (52) days after receipt of such notice, then either Party may petition the Board pursuant to the dispute resolution process described in Section 29.20, to resolve such issues or proceed with any other remedy pursuant to law or equity. The Board may direct payment of any or all funds (including any accrued interest) plus applicable late fees, in the escrow account, to be paid to either Party.

29.12 Notices

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (a) delivered personally; (b) delivered by express delivery service; (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested; or (d) delivered by telecopy to the following addresses of the Parties:

To Cox:

Cox Rhode Island Telcom II, L.L.C.
Attn: Jennifer A. Johns
Director of Regulatory Affairs Eastern
and Central Regions
9 J.P. Murphy Highway
West Warwick, RI 02893
Telephone: (401) 821-1919
Facsimile: (401) 828-3835;

with a copy to:

Cox Communications, Inc.
1400 Lake Hearn Drive
Atlanta, GA 30319
Attn: Suzanne L. Howard
Manager, Regulatory Affairs
Telephone: (404) 843-5788
Facsimile: (404) 843-7909;

To Bell Atlantic:

Bell Atlantic
1095 Avenue of Americas, 40th Floor
New York, NY 10036
Attn: Jacob J. Goldberg
President, Telecom Industry Services
Telephone: (212) 395-1155
Facsimile: (212) 597-2585;

with a copy to:

Bell Atlantic Network Services, Inc.
1320 North Court House Road
8th Floor
Arlington, VA 22201
Attn: Jack H. White
Associate General Counsel
Telephone: (703) 974-1368
Facsimile: (703) 974-0744;

with a copy to:

Bell Atlantic – Rhode Island
185 Franklin Street, 14th Floor
Boston, MA 02110-1585
Attn: Keefe B. Clemons
Regulatory Counsel
Telephone: (617) 743-6744
Facsimile: (617) 737-0648

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via express mail or personal delivery; (iii) three (3) days after mailing in the case of first class or certified U.S. mail; or (iv) on the date set forth on the confirmation in the case of telecopy.

29.13 Publicity and Use of Trademarks or Service Marks

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

29.14 Section 252(i) Obligations

To the extent required by Applicable Law, BA-RI shall make available without unreasonable delay to Cox, any interconnection service or network element contained in any agreement to which it is a party that is approved by the Commission pursuant to Section 252 of the Act, upon the same rates, terms and conditions provided in the Agreement.

29.15 Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

29.16 No Third Party Beneficiaries/ Disclaimer of Agency

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party Unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

29.17 No License

No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

29.18 Technology Upgrades

Nothing in this Agreement shall limit BA-RI's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. BA-RI shall provide Cox written notice at least ninety (90) days prior to the incorporation of any such upgrades in BA-RI's network which will materially impact Cox service. Cox shall be solely responsible for the cost and effort of accommodating such changes in its own network.

29.19 Local Calling Area

There is no consensus between the Parties on the definition of a local calling area. To facilitate the immediate exchange of traffic between Cox and BA-RI, local calling areas as defined in BA-RI P.U.C. RI - No. 15, Part A, Section 6, shall apply, until modified by the PUC. Nothing herein shall limit Cox's ability to offer calling areas/plans for retail purposes that define calling areas different from BA-RI's existing local calling areas, nor shall Cox be prohibited from petitioning the Board to adopt a different definition(s) of a local calling area from that described in Bell Atlantic P.U.C. RI - No.15.

29.20 Alternate Dispute Resolution

29.20.1 If a dispute arises between BA-RI and Cox during the term of the Agreement, the following process, which shall be overseen by the Commission, shall be followed to resolve such dispute:

- a) The Parties shall have an initial thirty (30) day period beginning from the date on which either Party has provided written notice to the other Party identifying the existence of a dispute and seeking to resolve it, within which to resolve the dispute themselves, without meditation or arbitration as provided below.
- b) If the dispute is not resolved within such thirty (30) day period, either Party may petition the Commission to request mediation. The period of meditation shall be sixty (60) days commencing on the date of filing of such petition for meditation. Such petition shall include a request to the Commission to choose a mediator within the first ten (10) days of such sixty (60) day period, and the mediation shall be conducted by a mediator designated by the Commission. The Parties shall cooperate in good faith with the mediator to resolve the dispute within such sixty (60) day period. If at any date following the forty-fifth (45) day of such sixty (60) day period, the Parties have not resolved their dispute, the mediator may formally declare a deadlock.

- c) Following the earlier to occur of: (i) expiration of the sixty (60) day mediation period without resolution of the dispute between the Parties; or (ii) formal declaration of a deadlock by the mediator as contemplated in preceding paragraph (b), either Party may petition the Commission for arbitration. The period of arbitration shall be seventy (70) days commencing on the date of filing of such petition for arbitration. Such petition shall include a request to the Commission to choose an arbitrator within the first ten (10) days of such seventy (70) day period, and the arbitration shall be conducted by a arbitrator designated by the Commission.

29.20.2 In the event that BA-RI and Cox must enter into the dispute resolution process described above, both Parties shall share equally the expense to the Commission of such process. However, if in the Commission's judgment, one Party's claim is particularly and/or consistently frivolous, then the Commission may determine that such Party should bear such expense.

29.20.3 Inter-Company Review Board. The Parties to this Agreement shall establish an Inter-Company Review Board consisting of at least one representative from each Party at the managing director or above level (or such lower level as the Parties agree) to assist in the resolution of disputes between BA-RI and Cox.

- a) Each Party must designate its initial representative to the Inter-Company Review Board within fifteen (15) days of the Effective Date of this Agreement.
- b) The Parties may change their designee, or select an alternative designee, as required or deemed appropriate, without notice.

29.20.4 Non-Service Affecting Disputes: If a non-service affecting dispute arises between BA-RI and Cox during the term of the Agreement, the following process, which shall be overseen by the Commission shall be followed to resolve such dispute. In the event the Parties, in good faith, do not agree that a non-service affecting dispute exists, the dispute shall be assumed to be a service affecting dispute and the process for resolving a service affecting dispute, as described in 29.20.4.1(c) below, shall be followed.

29.20.4.1 Informal Negotiation of Non-Service Affecting Dispute

If the Parties have a non-service affecting dispute either Party may initiate the procedures set forth herein by providing notice of the existence of a non-service affecting dispute as set forth in this Section (29.20.4) of the Agreement. The petitioning Party shall

also serve the Commission and the Inter-Company Review Board with a copy of the notice.

- a) The Parties shall have an initial thirty (30) day period beginning from the date on which either Party has provided written notice to the other Party identifying the existence of a non-service affecting dispute within which to resolve the dispute themselves, without mediation or arbitration as provided below.
- b) If a non-service affecting dispute arises between BA-RI and Cox during the term of the Agreement, the following process, which shall be overseen by the Commission, shall be followed to resolve such dispute. The Parties shall make a reasonable effort to meet as often as necessary but not less than one (1) time each week in an effort to resolve a dispute.
- c) The Parties may also mutually agree to other informal resolution processes for specific circumstances, including, but not limited to commercial mediation or arbitration prior to requesting the Commission resolve any dispute between BA-RI and Cox.

29.20.4.2 Petitions to the Commission Regarding Non-Service Affecting Disputes

If the Inter-Company Review Board is unable to resolve a non-service affecting dispute within thirty (30) days (or such other period agreed to in writing by the Parties) either Party may petition the Commission to open an expedited investigation into the dispute.

- a) A petition for Commission intervention shall be submitted in writing to the Commission with a copy served on the other Party.
- b) A petition filed with the Commission pursuant to this Section (29.20) shall include a comprehensive explanation of the dispute (i.e., unresolved issues, areas of agreement, stipulations of fact), as well as all relevant correspondence exchanged during negotiations. The petition shall include a request to open an expedited investigation/arbitration within ten (10) business days of receipt of its petition.

29.20.5 Service Affecting Disputes: If a service affecting dispute arises between BA-RI and Cox during the term of the Agreement, the following process, which shall be overseen by the Commission, shall be followed to resolve such dispute. Any disputes over a matter that directly affects the ability of a Party to

provide quality services to its Customers shall be considered a service affecting dispute. However, in the sole discretion of the Party identifying the existence of the service affecting dispute, said dispute may be resolved in accordance with the general procedures/timeframes for a non-service affecting dispute, as described above.

29.20.5.1 Immediate Remedial Action

To the extent technically and operationally feasible, the Party against whom the complaint has been made, shall take immediate remedial action to correct the service affecting condition, without prejudice to its position on the merits of the dispute or its right to recover any costs incurred in implementing an interim solution.

29.20.5.2 Informal Negotiation of Service Affecting Dispute

If the Parties have a service affecting dispute either Party may initiate the procedures set forth herein by providing notice of the existence of a service affecting dispute to the other party as provided for in this Agreement. The petitioning Party shall also serve the Commission and the Inter-Company Review Board with a copy of the notice.

- a) The Parties shall have an initial five (5) business day period beginning from the date on which either Party has provided written notice to the other Party identifying the existence of a service affecting dispute and seeking to resolve it, within which to resolve the dispute themselves, without referral to the Inter-Company Review Board.
- b) After the time frame in paragraph (a) has expired, the Parties to this Agreement shall submit any service affecting dispute between BA-RI and Cox for resolution to the Inter-Company Review Board. The Parties shall make a reasonable effort to meet as often as necessary but not less than once in an effort to resolve the dispute.

29.20.5.3 Petitions to the Commission Regarding Service Affecting Dispute

If the Inter-Company Review Board is unable to resolve a service affecting dispute within five (5) business days (or such other period agreed to in writing by the Parties) either Party may petition the Commission for expedited consideration and disposition of such dispute pursuant to Section 29.20.5.2 above. The other Party shall assent to such request for expedition.

29.21 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including, without limitation, Sections 21.4, 22.0, 23.0, 25.0, 26.0, 29.3, 29.6, 29.11, 29.13 and 29.17.

29.22 Scope of Agreement

This Agreement is intended to describe and enable specific Interconnection and access to unbundled Network Elements and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

29.23 Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

29.24 Power and Authority

Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement.

29.25 Audits and Inspections

29.25.1 Except as may be otherwise specifically provided in this Agreement, either Party (Auditing Party) may audit the other Party's (Audited Party) books, records and documents for the sole purpose of evaluating the accuracy of the Audited Party's bills. Such audits may be performed once in each calendar year.

29.25.2 The Auditing Party may employ other persons or firms to conduct the audit. The audit shall take place at a time and place agreed on by the Parties provided that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.

29.25.3 The Audited Party shall promptly correct any billing error that is revealed in an audit, including back-billing of any underpayments and making a refund, in the form of a billing credit, of any over-payments. Such back-billing and refund shall appear on the Audited Party's bill no later than the bill for the third full billing cycle after the Parties have agreed upon the accuracy of the audit results.

29.25.4 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records and documents, reasonably necessary to assess the accuracy of the Audited Party's bills.

29.25.5 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records and documents, necessary to assess the accuracy of the Audited Party's bills.

29.25.6 Books, records, documents, and other information, disclosed by the Audited Party to the Auditing Party or the Auditing Party's employees, Agents or contractors, shall be deemed to be "Confidential Information" under Section 29.6, and subject to the provisions of Section 29.6 with regard to "Confidential Information." Notwithstanding the preceding sentence and Section 29.6, audit information may be used and disclosed by the Auditing Party to enforce the Auditing Party's rights under the applicable law and this Agreement.

29.25.7 Should the Parties conduct audits in connection with this Agreement other than the audit described in Sections 29.25.1 the Parties may, by written agreement, elect to conduct such audits in accordance with Sections 29.25.2, 29.25.4, and 29.25.5.

29.26 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this _____ day of February, 1999.

COX RHODE ISLAND TELCOM II, L.L.C.

By: _____

Printed: _____

Title: _____

BELL ATLANTIC-RHODE ISLAND

By: _____

Printed: Jeffrey A. Masoner

Title: Vice President – Interconnection Services Policy & Planning

SCHEDULE 1.0

CERTAIN TERMS AS DEFINED IN THE ACT

“Affiliate” means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or the equivalent thereof) of more than ten percent (10%).

“Dialing Parity” means that a person that is not an Affiliate of a LEC is able to provide Telecommunications Services in such a manner that Customers have the ability to route automatically, without the use of any access code, their Telecommunications to the Telecommunications Services provider of the Customer's designation from among two (2) or more Telecommunications Services providers (including such LEC).

“Exchange Access” means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services.

“InterLATA Service” means Telecommunications between a point located in a local access and transport area and a point located outside such area.

“Local Access and Transport Area” or “LATA” means a contiguous geographic area: (a) established before the date of enactment of the Act by a Bell operating company such that no Exchange Area includes points within more than one (1) metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell operating company after such date of enactment and approved by the FCC.

“Local Exchange Carrier” or “LEC” means any person that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

“Network Element” means a facility or equipment used in the provision of a Telecommunications Service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

“Number Portability” means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

“Telecommunications” means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

“Telecommunications Carrier” means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Communications Act).

“Telecommunications Service” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

“Telephone Exchange Service” means: (a) service within a telephone exchange within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge; or (b) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

“Telephone Toll Service” means telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service.

SCHEDULE 4.0

NETWORK INTERCONNECTION SCHEDULE*

LATA BA-IP Cox C-IP ACTIVATION DATE**

130

*** Complete, accurate and verifiable information to be provided by the Parties at a date to be determined by the Parties.**

**** This is the earliest date on which "live" Customers traffic between Cox and BA-RI will occur.**

SCHEDULE 7.3.1

DEDICATED CABLE SUPPORT (DCS)

A. BA-RI will permit Cox and another CLEC (or more CLECs) that are located within the same common area in the central office to provision upon request the cabling and racking necessary to interconnect, subject to the following limitations:

1. Cox is responsible for contracting directly with a BA-RI approved vendor.
2. Cox will be responsible for the installation and maintenance of all cabling and connections between the Collocation arrangements.
3. Cox may not use the common overhead cable racking used to interconnect to BA-RI for direct cabling between two Collocation arrangements or accessing DCS.
4. DCS may be shared by multiple CLECs. Subsequent requests for DCS by other CLECs may connect to the common DCS structure.
5. The CLECs must adhere to the BA-RI practices and safety requirements for central office cabling (GR-409-CORE and National Electrical Code) as they relate to fire, safety, health and environmental safeguards.
6. The vendor used to provision DCS must be on BA-RI's list of approved vendors. If a CLEC requests that a qualified vendor be added to BA-RI's list, BA-RI will not unreasonably withhold approval.
7. The provisioning of DCS will be under the direct supervision of BA-RI and must meet BA-RI's specifications. BA-RI will designate locations for placement of DCS based upon space availability and where technically feasible.
8. The CLECs must be located within the same physical collocation common area in the central office, and the connecting transmission facilities must not be placed outside this common area.
9. When Cox occupies more than one multiplexing node, roof space, transmitter/receiver space or cable vault location within the same serving wire center, Cox may interconnect its transmission equipment contained in such spaces. At these locations, Cox will be responsible for supplying, installing and maintaining the cabling between Cox's different space locations.
10. Each CLEC's collocated equipment must be used for interconnection with

BA-RI or access to BA-RI's unbundled network elements.

11. Prior to beginning any delivery, installation, replacement, or removal work for the DCS or cabling between collocation arrangements, Cox must obtain BA-RI's written approval for Cox's proposed scheduling of the work.

B. The basic components of the rate structure are as follows:

1. Nonrecurring Charges:

Nonrecurring charges are required to cover costs for expenses associated with the BA-RI engineering time for each request for DCS if the request is subsequent to Cox's initial application for a multiplexing node and will be on a case-by-case basis. Cox is responsible for all material, installation and engineering costs for the cabling and racking.

2. Recurring Charges:

There is no recurring rate associated with DCS.

SCHEDULE 8.2

PRODUCT INTERVAL SUMMARY

EXPANDED INTERCONNECTION/COLLOCATION:

<i>Product:</i>	<i>BELL ATLANTIC Interval¹</i>
Interconnection Trunks (DS1 Systems):	
<u>Forecasted Trunks:</u>	
1 - 192 Trunks :	18 BDA
> 192 Trunks ²	30 BDA
<u>Trunks not Forecasted:</u>	
1 - 192 Trunks – facilities available	45 BDA
> 192 Trunks or no facilities (treated as 6 month forecast)	Up to 198 Days
SS7 Ports and Data Base Interconnection	Negotiated
Physical Collocation Space	
(a) Where space is available – RI	76 BDA ³
(b) Where space is not available	
Notification of space unavailability - RI	5 BDA
From Notification	Negotiated
Virtual Collocation Space	
Where space is available	105 BDA
Where space is Not available	
Notification of space availability	5 BDAs
From Notification	Negotiated

UNBUNDLED ELEMENTS:

<i>UNE – POTS Type Services:</i>	<i>BELL ATLANTIC Interval</i>
PORTS:	
Analog Switch Port - translation activation, after establishment of switch:	
1-19 Lines (per order)	2 BDA
20-100 Lines, and if fac's are available	10 BDA
Other	Negotiated
Hot Cut – existing customer	5 BDA
Basic Rate Interface - ISDN Port	
Local: 1 - 12 lines	8 BDA
Virtual: 1 - 12 lines	12 BDA
Over 12 lines	Negotiated

¹ The parties agree that Cox will get BA-RI's "best practices" to the extent the enumerated internals are reduced in the future.

² Excludes complex projects, which are always negotiated.

³ The 76 BDA interval was mutually agreed upon by the parties.

UNBUNDLED ELEMENTS (continued):

<i>Product:</i>	<i>BELL ATLANTIC Interval</i>
PORTS: <i>(continued)</i>	
Feature Change (UNE):	
Basic Features: Call Waiting, Call Forwarding & 3 Way Calling:	
Received by 3 p.m. (EST)	Same Day
Received after 3 p.m. (EST)	Next Day
Other Features: Caller ID	4 BDA
Suspend, Block or Restore Orders	Same Day
Disconnect Orders: (Translation change - no dispatch)	4 (business) Hours

LINKS:	
Basic Link (SVGAL) - Hot Cut	5 BDA
Basic Link (SVGAL) (2 Wire Analog) – New Line (a) 1 - 5 lines (b) 6 - 9 lines (c) 10+ lines	Smarts Clock 10 BDA Negotiated
Premium LINK (Two-Wire Digital) - New Line (after loop qualification) (a) 1 - 5 lines (b) 6 - 9 lines (c) 10 + lines	Smarts Clock 10 BDA Negotiated

UNBUNDLED ELEMENTS (continued):

NUMBER PORTABILITY:	
Interim Number Portability: - Associated with Loop Hot Cut	5 BDA
Remote Call Forwarding ("RCFs") or INP-T if Facilities (trunking) are already in place and Facilities and/or Ports on BELL ATLANTIC and CLEC switches are available: (Stand alone number portability orders only, without unbundled links):	
1-19 Lines/numbers	3 BDA
10-19 Lines	5 BDA
20-100 Lines, and if fac's are available	10 BDA
Other	Negotiated
Local Number Portability (LNP)	
1-19 Lines/numbers	3 BDA
20-100 Lines	10 BDA
Over 100 Lines	Negotiated

<i>Product:</i>	<i>BELL ATLANTIC Interval</i>
NETWORK INTERFACE (customer prem.), HOUSE & RISER :	
NID (Customer Premises - Network Interface)	Smarts Clock
House & Riser - New Install	Smarts Clock
House & Riser - Hot Cut	5 BDA

UNE - POTS Combinations: ⁴	
Basic Local Service - with or without OS/DA (after completion of joint planning process for Switch Elements)	
Flip to CLEC	2 BDA
New Lines:	
1 - 5 lines	Smarts Clock
6 - 9 lines	10 BDA
10 + lines	Negotiated

<i>UNE - Special Services:</i>	
PORTS:	
Primary Rate Interface - ISDN Port	
1 - 12 lines	12 BDA
Over 12 lines	Negotiated
DS1 - DID, DOD, PBX Port Interface	Negotiated
Integrated Digital Loop Carrier	Negotiated
Electronic Key Telephone Port	Negotiated
Coin Telephone Port	Negotiated

⁴ Intervals applicable only to extent Bell Atlantic has made UNE-Platform available.

UNBUNDLED ELEMENTS (continued):

LINK Products:	
Digital High Capacity Links:	
(a) 1.544 Mbps (DS1) Links: ≤ 10 Links (with facilities) ≤ 10 Links (without facilities) > 10 Links	6 BDA 12 BDA Negotiated
(b) 45 Mbps (DS3) Links	Negotiated

<i>Product:</i>	<i>BELL ATLANTIC Interval</i>
INTEROFFICE FACILITIES Products:	
SS7 A or B/D Links:	Negotiated
Interoffice Facilities (DS1, DS3, Multiplexers)	
Facilities available Facilities not available	15 BDA Negotiated
OC-n Unbundled IOF	Negotiated

DIRECTORY ASSISTANCE ("DA"):	
CLECs customer's information incorporated into database	2 BDA
DA Trunks to TOPS Tandem Provisioning Intervals;	
(a) If Facilities are available (b) If Facilities are not available	60 BDA Negotiated
LINE IDENTIFICATION DATABASE ("LIDB"):	
CLECs customer's information incorporated into database	2 BDA
OPERATOR SERVICES:	
Provisioning of FG C-type Modified Operator Services Signaling Trunks:	
If Facilities are available: If Facilities are not available:	60 BDA Negotiated
911/E911 SERVICE:	
CLECs customer's information incorporated into the PS/ALI database	2 BDA
Provisioning of 911/E911 MF Trunks:	
If Facilities are available: Port Establishment	60 BDA included in above 60 Days

RESALE SERVICES:

Basic POTS Services:	BELL ATLANTIC Interval
Feature Change (Resale or UNE):	
Basic Features: Call Waiting, Call Forwarding & 3 Way Calling:	
Received by 3 p.m. (EST)	Same BDA
Received after 3 p.m. (EST)	Next BDA
Other Features: Voice Mail, Caller ID	4 BDA
Remote Call Forwarding	3 BDA
Suspend, Block or Restore Orders	Same day
Disconnect Orders: (Translation change - no dispatch)	4 (business) Hours
Change Existing Account to CLEC Resale Account: Residence or Business Lines, including Analog Centrex, and PBX trunks	
Change existing Account to Resale	2 BDA
New Lines: Residence or Business Lines, and Analog Centrex,	
1-5 lines:	Smarts Clock
6 - 9 lines:	10 BDA
10 + lines:	Negotiated
ISDN - 2 wire digital	
Local: 1 - 12 lines:	9 BDA
12+ lines:	Negotiated
Virtual: 1 - 12 lines	12 BDA
12+ lines:	Negotiated
PBX Trunks	
1 – 12 circuits:	9 BDA
13 – 24 circuits:	14 BDA
25 – 38 circuits:	18 BDA
39 – 50 circuits:	22 BDA
Over 50 circuits:	Over 50: Negotiated
DID Trunks:	
1 - 8 Trunks	14 BDA
Over 8 Trunks	Negotiated
Disconnect Orders - dispatch required:	Smarts Clock

RESALE SERVICES (continued):

Special Services:	BELL ATLANTIC Interval
Analog Private Line :	
1 - 12 circuits	9 BDA
13 - 24 circuits	14 BDA
25 - 38 circuits	18 BDA
39 - 50 circuits	22 BDA
Over 50	Negotiated
Digital Centrex	
Local: 1 - 12 lines	12 BDA
Over 12 lines	Negotiated
ISDN - Primary Rate (1.54 Mbps)	
1 - 23 lines	12 BDA
Over 23 lines	Negotiated
Digital High Capacity services:	
1.544 Mbps (DS1) - Local Loop ≤ 10 with facility	6 BDA
≤ 10 without facility	12 BDA
> 10	Negotiated
45 Mbps (DS3) Local Loop	Negotiated
Foreign Exchange Services:	
1 - 9 Lines	21 BDA
10 or more Lines	Negotiated

Note:

All Days are business days ("BDA").

SMARTS Clock is a system that analyzes work required on an order and compares it to available work forces. Local supervisors input the work force availability on a daily basis in advance. The SMARTS Clock fills up a day's schedule on a first in first out basis until 90% of available force is scheduled. The available work force works both maintenance and installation. Reseller and network element order are in the same queue as the Telephone Company's end users. Intervals can be as short as one day and in most cases, less than five days.

Negotiated Intervals are dependent on force and facility availability and complexity of services.

EXHIBIT A

PRICING SCHEDULE

INTRODUCTION TO PRICING SCHEDULES

Exhibit A contains rates the Parties shall charge on a reciprocal basis for the specific services identified herein.

Except as otherwise provided for in this Agreement, when the Commission approves actual rates in Rhode Island PUC Case No. 2681, those rates shall apply to any network element or service provided by BA to Cox under this Agreement.

If the Commission approves additional or different rates and/or rate structures at a later time, unless otherwise agreed to by the Parties herein, the rates and/or rate structures established by the Commission at a later time shall become the rates and/or rate structures established herein. The Parties agree that those rates and/or rate structures shall be applied prospectively only.

**Bell Atlantic – Rhode Island and COX
PRICING SCHEDULE**

BA Services, Facilities, and Arrangements:

I. Call Transport & Termination

	BA Service	Non-recurring	Recurring
1.	Rate for Reciprocal Compensation Traffic delivered to a BA-IP or to a Cox IP	\$.003*/mou (Peak) End Office Termination \$.003*/mou (Off-Peak) End Office Termination \$.005*/mou (Peak) Tandem Termination \$.005*/mou (Off-Peak) Tandem Termination Charged in accordance with Section 5.7, as appropriate.	
2.	Access charges for termination of intrastate and interstate Toll Traffic	Per BA FCC No. 1 interstate and RIPUC No. 20 intrastate access tariffs (charged in conjunction with Local Traffic, using PLU and PIU factors, as appropriate)	
3.	Entrance facilities, and transport, as appropriate, for Interconnection at BA End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per BA FCC No. 1 interstate and RIPUC No. 20 intrastate access tariffs for Feature Group D service.	

* All rates and/or rate structures set forth herein, that are marked with an asterisk (“*”), as applied to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, shall be interim rates and/or rate structures. These interim rates and/or rate structures shall be replaced on a prospective basis by such permanent rates and/or rate structures (applicable to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access) as may be approved by the Commission and if appealed as may be ordered at the conclusion of such appeal. At such time as such permanent rates and/or rate structures have been approved by the Commission, the Parties shall append to this Exhibit an Exhibit AA, setting forth such rates and/or rate structures, which Exhibit AA the Parties shall update periodically as necessary.

II. Pending approval of rates and/or rate structures filed for intrastate physical collocation, all intrastate physical collocation services shall be charged at rates found in Rhode Island RIPUC Tariff No. 20.

III. Information Services Billing and Collection

- A. Information Service Billing Fee ("IP B&C Fee") \$0.05 per call
- B. Variable-rated Information Services rates:
 - (1) Access to BA IP Switching Platform \$0.03 per min. of use
 - (2) BA IP Rating Service \$0.03 per message

IV. Transit Service

A. Tandem Transit Service

Rates: (Peak)# = \$0.008381* per minute
(Off-Peak)# = \$0.001563* per minute

#Note: In addition a passthrough of other carrier's terminating charges shall apply.

B. Dedicated Transit Service

	Monthly charges
(1) 1.544 Mbps Connection: 2(DS-1 SAC)#	\$ 5.08*
(2) 45 Mbps Connection: 2(DS-3 SAC)#	\$90.26*

#Rate = twice the applicable charge for the appropriate Service Access Charge ("SAC")

	Non-recurring charges
<u>Standard Interval</u>	
(3) Service Order Charge	\$24.53* (per order)
(4) Service Connection Charge	\$44.66* (per connection)
(5) Service Installation Charge	\$11.98* (per connection)
<u>Expedited Interval</u>	
(3) Service Order Charge	\$36.31* (per order)
(4) Service Connection Charge	\$59.66* (per connection)
(5) Service Installation Charge	\$15.88* (per connection)

V. Interim Telecommunications Number Portability

A. Monthly Recurring Charges

Rate per Business Number = \$2.00
Rate per Residential Number = \$1.00

No additional charges shall apply for interim number portability, including additional per-path, per-port, or usage-related charges, except for third Party and collect calls.

B. Non-recurring Charge

Rate = \$20 per ported number

Non-recurring charges only apply when interim number portability is ordered separately from an unbundled loop.

C. Access Revenues Associated with Ported Numbers

In accordance with subsection 13.6 of the Agreement

VI. Unbundled Database Access

A. 800/888 Database

Reciprocal Compensation: 800 Database (refer to I above)
(charged to originating Party).

800 Database query: \$0.001209* per query

B. LIDB

LIDB Database query \$0.001514* per query

VII. Unbundled Local Loops

A. Monthly Recurring Charges

(1) ULL facility: ULL type	Statewide
(per month)	
2-Wire Analog Voice Grade	\$21.69*
4-Wire Analog Voice Grade	\$21.69*
2-Wire ISDN Digital Grade	\$47.22*
4-Wire DS-1-Compatible Digital Grade	\$262.32*

(2) Service Access Charge: ULL type	(per month)
Voice Grade/DS-0	\$0.40*
DS-1	\$2.54*

B. Non-Recurring Charges

(1) Service Order Charge (per order)

	Standard Interval			Expedite		
ULL Type	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ ULL
2-Wire Analog Voice Grade	0*	\$10.55*	\$14.72*	0*	\$15.61*	\$21.78*
4-Wire Analog Voice Grade	0*	\$10.55*	\$14.72*	0*	\$15.61*	\$21.78*
2-Wire ISDN Digital Grade	\$6.32*	\$16.86*	\$21.02*	\$9.35*	\$24.96*	\$31.13*
4-Wire DS-1-Comp.Digital Gr.	\$66.87*	\$66.87*	\$66.87*	\$99.00*	\$99.00*	\$99.00*

(2) Service Connection Charge: (per loop)

ULL Type	Service Connection: Standard	Service Connection: CO Wiring
2-Wire Analog Voice Grade	\$46.74*	\$23.55*
4-Wire Analog Voice Grade	\$46.74*	\$23.55*
2-Wire ISDN Digital Grade	\$46.74*	\$23.55*
4-Wire DS-1-Comp.Digital Gr.	\$129.53*	\$48.38*

(3) Installation Dispatch (per dispatch)				
Installation Dispatch (per dispatch)				TC Not Ready
ULL Type	1 ULL	2-9 ULL	10+ ULL	(per occasion)
2-Wire Analog Voice Grade	\$45.88*	\$54.11*	\$61.03*	\$43.88*
4-Wire Analog Voice Grade	\$45.88*	\$54.11*	\$61.03*	\$43.88*
2-Wire ISDN Digital Grade	\$45.88*	\$54.11*	\$61.03*	\$43.88*
4-Wire DS-1-Comp.Digital Gr.	\$61.46*	\$61.46*	\$61.46*	\$43.88*

(4) Manual Intervention Surcharge (where mechanized interface available but not used)						
Standard Interval	Service Order (per order)			Svc Connection Chg (per ULL)		
ULL Type	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ ULL
2-Wire Analog Voice Grade	\$36.22*	\$70.91*	\$323.66*	\$12.12*	\$12.12*	\$12.12*
4-Wire Analog Voice Grade	\$36.22*	\$70.91*	\$323.66*	\$12.12*	\$12.12*	\$12.12*
2-Wire ISDN Digital Grade	\$36.22*	\$70.91*	\$323.66*	\$12.12*	\$12.12*	\$12.12*
4-Wire DS-1-Comp.Digital Gr.	\$7.14*	\$7.14*	\$7.14*	\$0.00	\$0.00*	\$0.00*
Expedited Interval	Service Order (per order)			Svc Connection Chg (per ULL)		
ULL Type	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ ULL
2-Wire Analog Voice Grade	\$53.63*	\$104.98*	\$479.19*	\$12.12*	\$12.12*	\$12.12*
4-Wire Analog Voice Grade	\$53.63*	\$104.98*	\$479.19*	\$12.12*	\$12.12*	\$12.12*
2-Wire ISDN Digital Grade	\$53.63*	\$104.98*	\$479.19*	\$12.12*	\$12.12*	\$12.12*
4-Wire DS-1-Comp.Digital Gr.	\$10.56*	\$10.56*	\$10.56*	\$0.00	\$0.00*	\$0.00*

(5) Misdirected Trouble Dispatches (charge per occasion)

- | | | |
|-----|------------------------------------|-----------|
| (a) | Dispatch IN (to Central Office) | \$ 80.41* |
| (b) | Dispatch IN (EXPEDITE) | \$107.77* |
| (c) | Dispatch OUT (to Customer Premise) | \$120.81* |
| (d) | Dispatch OUT (EXPEDITE) | \$162.41* |

VIII. Unbundled IOF

A. Monthly Recurring Charges

(1) Dedicated Transport:		
Facility (per month)	Interoffice Mileage FIXED	Interoffice Mileage/ MILE
DS-1	\$180.32*	\$0.89*
DS-3	\$1,404.11*	\$24.97*
OC-3	\$2,568.84*	\$74.91*
OC-12	\$6,377.45*	\$299.62*

(2) Service Access Charge: IOF	(per month)
DS-1	\$ 2.54*
DS-3	\$45.13*
OC-3	\$26.71*
OC-12	\$26.71*

(3) Unbundled Multiplexing		
DS-1 to DS-0 (1/0 Mux)	(per mux/per month)	\$279.99*
DS-3 to DS-1 (3/1 Mux)	(per mux/per month)	\$299.82*

B. Non-Recurring Charges

Standard Interval	DS-1	DS-3	OC-3	OC-12
(1) Service Order (per order)	\$24.53*	\$24.53*	\$24.53*	\$24.53*
(2) Manual Intervention Surcharge (per order)	\$0.00*	\$0.00*	\$0.00*	\$0.00*
(3) Service Connection: Provisioning (per facility)	\$210.34*	\$210.34*	\$210.34*	\$240.99*
(4) Service Connection: Installation (per facility)	\$165.24*	\$365.44*	\$365.44*	\$458.36*
Expedited Interval	DS-1	DS-3	OC-3	OC-12
(1) Service Order (per order)	\$36.31*	\$36.31*	\$36.31*	\$36.31*
(2) Manual Intervention Surcharge (per order)	0*	0*	0*	0*
(3) Service Connection: Provisioning (per facility)	\$230.33*	\$230.33*	\$230.33*	\$264.57*
(4) Service Connection: Installation (per facility)	\$219.17*	\$484.70*	\$484.70*	\$607.95*

IX. Unbundled Common Channel Signaling and Call-Related Database Access

Rates for all unbundled Common Channel Signaling and call-related database access are as set forth in BA's Rhode Island RIPUC No. 20 Tariff, as amended from time to time, subject to the provisions of Section 11 and Section 17.

X. Operations Support Systems

A. Rates for access to, development, maintenance and use of Operations Support Systems, as related to the provision of unbundled Network Elements:

OSS for UNE Providers		
(1) Access to Electronic Interface	(per month)	\$4,993.00*
(2) Transaction Cost	(per transaction)	\$1.24*
(3) Customer Record Retrieval	(per view)	\$0.13*
(4) Record Change Charge	(per change)	\$11.15*
(5) Design Change Charge	(per change)	\$11.15*
(6) Customer Loop Information	(per loop)	\$9.12*
(7) Data entry search (15 minute period)	(per period)	\$11.15*
(8) Out of scope request	(per request)	ICB

A. Rates for all access to, development, maintenance and use of Operations Support

Systems, as related to the provision of Resale:

OSS for Resellers		
(1) Recurring Establishment Charge	(per month)	\$2,606.00*
(2) Non-recurring establishment charge	(per transaction)	\$1.24*
(3) Electronic Interface Maintenance Chg	(per transaction)	\$0.40*
(4) Complex Order Charge	(per line)	\$16.27*
(5) Service Center Maintenance Charge	(resold line/month)	\$0.21*
(6) Customer Record Retrieval	(per view)	\$0.13*

XI. 911/E911 Interconnection

Monthly Rate:

A. \$252.00* per month for an unequipped DS1 Port and \$100* per month per voice grade trunk activated and equipped on the DS1 port.

B. \$0.05* per line per month for unbundled local Switching Element.

XII. Wholesale Discounts

Wholesale discounts are as set forth in the RIPUC No. 22 Tariff, as amended from time to time.

Month-to-month discounts (per qualifying retail rate):

A. Where Cox purchases BA-provided Operator Services

(1) Business 18.78%*

(2) Residence 17.30%*

B. Where Cox does not purchase BA Operator Services

(1) Business 20.25%*

(2) Residence 19.04%*

XIII. A. Unbundled Directory Assistance Services

(1) Directory Assistance

(Per Request)

Each Request for Information per one telephone number, with BA branding

\$0.388269*

Each Request for Information per one telephone number, with Cox branding

\$0.388269*

Each Request for Information per one telephone

number, without branding	\$0.319448*
Branding surcharge per call (if applicable)	\$0.068821*
(2) Directory Assistance Call Completion	
DA Request + Call Completion (DACC) # Each Request for Information per one telephone number, with Cox branding or with BA branding plus call completion	\$0.663132*
Each Request for Information per one telephone number, without branding plus call completion	\$0.594311*
DACC Surcharge per call	\$0.274863*

#These rates are in addition to the applicable UTTC, TTSC & UNRCC or UCRCC charges.

(3) Direct Access to Directory Assistance (DADA)	
Monthly Access Charge	\$4,000.00*
Each Search Request	\$0.0380*
(4) Bell Atlantic recording of Cox Branding Announcement	ICB*

		<u>Rate</u>
B.	Inward Operator Services #	
	(1) BLV (per work second)	\$0.026529*
	(2) BLV/I (per work second)	\$0.026529*
	(3) Branding surcharge per call (if applicable)	\$0.068821*
C.	0+/Mechanized Operator Calls #	
	(1) Calling Card (per request)	\$0.246826*
	(2) Collect (per request)	\$0.216232*
	(3) Third Number(per request)	\$0.216232*
	(4) Branding surcharge per call (if applicable)	\$0.068821*

#These rates are in addition to the applicable UTTC, TTSC & UNRCC or UCRCC charges.

D. 0-Operator Handled Calls #

(1)	Per work second	\$0.014077*
(2)	Collect & Bill to Third Number (per request)	\$0.216232*
(3)	Branding surcharge per call (if applicable)	\$0.068821*

#These rates are in addition to the applicable UTTC, TTSC & UNRCC or UCRCC charges.

E. (Reserved for Future Use)

	<u>Recurring</u>	<u>Non-recurring</u>
F. TOPS Trunk Port (DS1 port)	\$400.08*	\$136.05*
Service Access Charge-Per TOPS Port (DS-1)	\$2.54*	N/A
G. IOF mileage for Dedicated Trunk Transport	\$180.32*	
Mileage charge, per mile per month	\$0.89*	

XIV. Customer Usage Detail Charges

Record Charges

• Per record processed (EMR format)	\$0.004103*
• Per record processed (Tandem Subtending Arrangement/EMR)	\$0.004103*
• Per record transmitted	\$0.000118*
• Per tape/cartridge	\$20.12*

XV. Time and Materials Charges

Labor Rate, Per Hour or Fraction thereof

• Service Representative - Regular	\$44.58*
• Service Representative - Expedited	\$66.00*
• Technician - Regular	\$43.28*
• Technician – Expedited	\$58.07*

XVI. Unbundled Local Switching

A. Monthly Recurring Charges

Dedicated Local Switch Ports	Statewide
(per month)	
(1) Local Switching Analog Port	\$5.56*
(2) Local Switching Digital Port	\$7.48*
(3) Local Switching ISDN-BRI Port	\$51.55*
(4) Local Switching ISDN-PRI Port	\$797.70*
(5) Local Switching Digital Trunk Port	\$14.33*

Local Switching Port Additives (Features)	Statewide
(per month)	
(1) Centrex	\$0.946300*
(2) Ringmate	\$1.109300*
(3) Three-Way Calling	\$0.651500*
(4) Speed Calling	\$0.005100*
(5) Call Waiting	\$0.002300*
(6) Call Forwarding - Don't Answer	\$0.000500*
(7) Call Forwarding – Busy	\$0.000500*
(8) Call Forwarding – Variable	\$0.001300*

Local Switching Usage	Statewide
(per minute of use)	
(1) Local Switching Trunk Port - (PEAK)	\$0.002402*
(2) Local Switching Trunk Port -(OFF-PEAK)	\$0.000000*
(3) Local Switching Usage - (PEAK)	\$0.015404*
(4) Local Switching Usage - (OFF-PEAK)	\$0.005210*

Shared Interoffice Trunking and Tandem Resources	Statewide
(per minute of use)	
(1) Unbundled Shared Tandem Transport Charge (UTTC) (PEAK)	\$0.001680*
(2) Unbundled Shared Tandem Transport Charge (UTTC) (OFF-PEAK)	\$0.000000*
(3) Unbundled Tandem Transit Switching Charge (TTS) (PEAK)	\$0.008381*
(4) Unbundled Tandem Transit Switching Charge (TTS) (OFF-PEAK)	\$0.001563*
(5) Unbundled Common Transport Charge (UCTC) (PEAK)	\$0.004082*
(6) Unbundled Common Transport Charge (UCTC) (OFF-PEAK)	\$0.000000*
(7) Unbundled Toll Common Transport Charge (UTCTC) (PEAK)	\$0.006094*
(8) Unbundled Toll Common Transport Charge (UTCTC) (OFF-PEAK)	\$0.000313*

Service Access Charge: Switching	(per month)
Voice Grade/DS-0	\$0.40*
DS-1	\$2.54*
DS-3	\$45.13*

B. Non-Recurring Charges

End Office Trunk Ports	Standard Interval	Expedited Interval
(1) Service Order (per order)	\$0.00*	\$0.00*
(2) Manual Intervention Surcharge (per order)	\$22.29*	\$33.00*
(3) Service charge (per port)	\$151.18*	\$195.13*
(4) Installation (CO wiring) (per port)	\$18.20*	\$24.14*

End Office Line Ports	Standard Interval	Expedited Interval
(1) Service Order (per order)	\$0.00*	\$0.00*
(2) Manual Intervention Surcharge (per order)	\$22.29*	\$33.00*
(3) Service charge (per port)#	\$15.12*	\$15.12*
(4) Installation (CO wiring) (per port)#	\$11.98*	\$11.98*

Integrated DLC ports are priced on an Individual Case Basis

Switching Feature Activation	Standard Interval
Per order	
(1) Call Forwarding – Busy	\$1.00*
(2) Call Forwarding - Don't Answer	\$1.00*
(3) Call Forwarding – Variable	\$1.00*
(4) Call Waiting	\$1.00*
(5) Centrex Intercom Dialing	\$1.00*
(6) Custom Ringing	\$1.00*
(7) Speed Calling	\$1.00*

Miscellaneous Switching Charges	Standard Interval
(1) Network Design Request (per hour)	\$63.93*
(2) Line Port Traffic Study Set-Up (per study)	\$81.04*
(3) Line Port Traffic Study (per week)	\$56.17*

XVII. Unbundled Tandem Switching

A. Monthly Recurring Charges

Dedicated Tandem Switch Ports	All Zones
(per month)	
(1) Tandem Switching Digital Trunk Port	\$399.84*

Tandem Switching Usage	All Zones
(per minute of use)	
(1) Tandem Trunk Port (PEAK)	\$0.003409*
(2) Tandem Trunk Port (OFF-PEAK)	\$0.000000*
(3) Tandem Usage (PEAK)	\$0.001563*
(4) Tandem Usage (OFF-PEAK)	\$0.001563*

B. Non-Recurring Charges

Tandem Office Trunk Ports	Standard Interval	Expedited Interval
(1) Service Order (per port)	\$0*	\$0*
(2) Manual Intervention Surcharge (per port)	\$22.29*	\$33.00*
(3) Service charge (per order)	\$178.70*	\$229.96*
(4) Installation (CO wiring) (per port)	\$18.20*	\$24.14*

EXHIBIT B

NETWORK ELEMENT BONA FIDE REQUEST

1.0 Any request for interconnection or access to an unbundled Network Element that is not already available as described herein shall be treated as a Bona Fide Request (Request) under this Section [1.0].

2.0 BA-RI shall use the Bona Fide Request Process to determine technical feasibility of the requested interconnection or Network Elements and, for those items found to be feasible, to provide the terms and timetable for providing the requested items.

3.0 A Request shall be submitted in writing and shall, at a minimum, include: (a) a technical description of each requested Network Element or interconnection; (b) the desired interface specifications; (c) each requested type of interconnection or access; (d) a statement that the interconnection or Network Element will be used to provide a telecommunications service; (e) the quantity requested; (f) the location requested; and (g) whether or not Cox claims intellectual property rights to the substance of the Request.

4.0 BA-RI shall acknowledge receipt of the Request and in such acknowledgment advise Cox of all missing information, if any, necessary to process the Request. BA-RI shall use its best efforts to provide this acknowledgment to Cox within forty-eight (48) hours after it receives the Request. Thereafter, BA-RI shall advise Cox of the need for any additional information that will facilitate the analysis of the Request.

5.0 Except under extraordinary circumstances, BA-RI will use its best efforts to provide to Cox a preliminary analysis of the Request within fifteen (15) business days after it receives the Request and all information necessary to process it, and in any event no longer than twenty-two (22) business days after it receives such information. Extraordinary circumstances may take longer. The preliminary analysis shall specify whether or not the requested interconnection or access to an unbundled Network Element is technically feasible and otherwise qualifies as a Network Element or interconnection as defined under the Act.

5.1 If BA-RI determines during the fifteen (15) to twenty-two (22) business day period specified in Section 5.0 of this exhibit, that a Request is not technically feasible or that the Request otherwise does not qualify as a Network Element or interconnection that is required to be provided under the Act, BA-RI shall advise Cox as soon as reasonably possible of that fact, and promptly provide a written

report setting forth the basis for its conclusion, but in no case later than ten (10) days after making such determination.

5.2 If BA-RI determines during the fifteen (15) to twenty-two (22) business day period specified in Section 5.0 of this exhibit, that the Request is technically feasible and otherwise qualifies under the Act, it shall notify Cox in writing of such determination but in no case later than ten (10) business days after making such determination.

If Cox anticipates that it will incur development or other costs related to and depending on the completion of BA-RI's performance of the Request, and if Cox intends to assert a right of reimbursement of such costs from BA-RI pursuant to Section 9.0 of this exhibit, Cox shall, at any time during the Bona Fide Request Process, but no later than thirty (30) days of the receipt of the BA-RI determination described in this Section [5.2], provide to BA-RI a quote indicating the amount of development or other costs for which Cox will seek reimbursement. Within thirty (30) calendar days from BA-RI's receipt of the Cox quote, BA-RI will either reaffirm its determination that the Request is technically feasible and otherwise qualifies as a Network Element or interconnection as defined under the Act, or indicate to Cox that BA-RI has determined that the Request is not technically feasible and otherwise qualifies as a Network Element or interconnection as defined under the Act. During the thirty (30) calendar day period following BA-RI's receipt of Cox's quote, Cox will not incur any development or other costs related to and depending on the completion of BA-RI's performance of the Request.

5.3 As soon as feasible, but not more than ninety (90) calendar days after BA-RI notifies Cox that the Request is technically feasible, BA-RI shall provide to Cox a Request quote which will include, at a minimum, a description of each interconnection and Network Element, the quantity to be provided, the installation intervals, and either:

5.3.1 the applicable rates (recurring and nonrecurring) including the amortized development costs of the interconnection or the Network Elements; or

5.3.2. the development costs of the interconnection or Network Element and the applicable rates (recurring and nonrecurring) excluding the development costs.

The choice of using option 5.3.1 or 5.3.2 shall be at BA-RI's sole discretion unless negotiation with respect to the issue is requested by Cox. For the purposes of this Section (5.3), the development costs shall be limited to the actual direct costs incurred in the development of the Network Element. The applicable rates (recurring and nonrecurring) for each Network Element shall be limited to the actual costs incurred plus reasonable shared and common costs

and a reasonable profit, as determined by appropriate regulatory bodies or by agreement of the Parties.

6.0 If BA-RI has used option 5.3.1 in its Request quote, then within thirty (30) calendar days of its receipt of the Request quote, Cox must indicate its non-binding interest in purchasing the interconnection or Network Element at the stated quantities and rates, cancel its Request, or seek arbitration.

7.0 If BA-RI has used option 5.3.2 in its Request quote, then within thirty (30) calendar days of its receipt of the Request quote, Cox must either agree to pay the development costs of the interconnection or Network Element, Cancel its Request, or seek arbitration. If Cox agrees to pay the development costs, and requests BA-RI to proceed:

7.1 BA-RI will additionally charge those development costs, on a prorated basis, as set forth below, to the next nine (9) parties who place an initial order after Cox for the interconnection or Network Element;

7.2 As each additional party places its initial order for the interconnection or Network element, BA-RI will refund the appropriate prorated portion of the development cost to parties who have previous paid development costs, as set forth below; and

7.3 The charges and refunds will be made using the proration chart set forth below, but this scheme of charges and refunds shall end and BA-RI shall not be obligated to make further refunds with respect to the development costs of a particular interconnection or Network Element after two years from the date when BA-RI first makes the particular interconnection or Network Element available.

7.4 To the extent authorized by law and subject to the action of any state or Federal court or agency having jurisdiction, BA-RI:

- i) shall honor and protect Cox=s intellectual property rights identified in any Request submitted by Cox as described in Section 5.3 of this exhibit;
- ii) shall not interfere with Cox's licensing of any of Cox=s intellectual property rights identified in any Request submitted by Cox as described in Section 5.3 of this exhibit; and
- iii) shall not offer to any person including any telecommunications service provider that is not licensed by Cox, the substance of any Request in

which Cox identifies intellectual property rights as described in Section 5.3 of this exhibit.

8.0 If BA-RI has used option 5.3.2. in its Request quote and Cox has accepted the quote, Cox may cancel the Request at any time, but will pay BA-RI=s reasonable development costs of the interconnection or Network Element up to the date of cancellation.

9.0 Additionally, if BA-RI has used option 5.3.2. in its Request quote and BA-RI later determines that the interconnection or Network Element requested in the Request is not technically feasible or otherwise does not qualify under the Act, BA-RI shall notify Cox within ten (10) business days of making such determination and Cox shall not owe any compensation to BA-RI in connection with the Request. Any development costs paid by Cox to that point shall be refunded by BA-RI. If Cox has incurred development or other costs related to and depending on the completion of BA-RI=s performance under the request quote, BA-RI will pay Cox=s reasonable costs if Cox provided a quote with respect to such development or other costs pursuant to Section 5.2 of this exhibit.

10.0 If either Party believes that the other Party is not requesting, negotiating or processing any Bona Fide Request in good faith, or disputes a determination, or price or cost quote, it may seek mediation or arbitration.

APPENDIX A TO EXHIBIT B

NETWORK ELEMENT BONA FIDE REQUEST

PRORATION CHART

Requester	Development Cost	Refund %	Refund to
1st (Cox)	100%	NA	NA
2nd	50%	50%	1st Party
3rd	33.33%	16.7%	1st & 2nd
4th	25%	8.33%	1st - 3rd
5th	20%	5%	1st - 4th
6th	16.7%	3.33%	1st - 5th
7th	14.29	2.38%	1st - 6th
8th	12.50%	1.79%	1st - 7th
9th	11.11%	1.39%	1st - 8th
10th	10%	1.11%	1st - 9th

No Further Refunds

EXHIBIT C

DIRECTORY ASSISTANCE AND INTRALATA

OPERATOR SERVICES AGREEMENT

THIS AGREEMENT is made, effective this _____ day of _____ 19____, by and between **Bell Atlantic** - _____, **Inc.**, (hereinafter referred to as "Bell Atlantic"), a _____ corporation, with offices at _____, and _____, hereinafter referred to as "Carrier", a _____ corporation with offices at _____.

1. SCOPE AND TERM OF AGREEMENT

1.1 Scope This Agreement sets forth the terms and conditions which shall govern the use of and payment for Directory Assistance (DA) Service and IntraLATA Operator Service (hereinafter collectively referred to as "Services") to be provided by Bell Atlantic, or its affiliated companies, to Carrier. Carrier shall subscribe to and pay for Services for Carrier's local exchange customers in the LATA(s).

1.2 Term The initial term of this Agreement shall be one (1) year and commence as of 12:01 a.m. on the date first written above. At the end of this initial term, or any subsequent renewal term, this Agreement shall automatically renew for an additional period of one (1) year unless either party provides written notice to the other of its intent to terminate at least three (3) months prior to the expiration of the then current term.

2. DESCRIPTION OF SERVICES

2.1 Directory Assistance (DA) Service

a) Directory Assistance Service shall consist of the provisioning of telephone number listings by Bell Atlantic operators in response to calls from Carrier's local exchange customers located in the LATA(s) designated in Section 1.1.

b) A maximum of two requests for telephone numbers will be accepted per DA call. A "DA call" as used in this Agreement shall mean a call answered by or forwarded to Bell Atlantic, regardless of whether a telephone number is requested, provided, or available. The listings that will be available to Carrier's customers are

those telephone numbers that are listed in Bell Atlantic's DA records for the LATA(s) designated in Section 1.1.

2.2 IntraLATA Operator Services (OS) IntraLATA Operator Services consist of the live and automated processing of local and IntraLATA toll call completion operator services specified in Appendix B. These include the processing of collect, card and bill-to-third party calls; busy line verification; customer requested interrupt; and other assistance to Carrier's local exchange customers located in the LATA(s) designated in Section 1.1.

2.3 Customized Branding Customized Branding is a service that permits the Carrier to deliver a customized announcement to its callers, identifying the Carrier as the customer service provider. Carrier shall provide the information and materials needed for the recorded announcement, as specified by Bell Atlantic. Customized Branding may also require that the Carrier maintain dedicated trunking arrangements to the designated Bell Atlantic DA or Operator Services switch locations.

2.4 End User Billing Bell Atlantic will provide Carrier with unrated EMR records for use in the billing of Carrier's end users for Services. The rating, billing, and settlement of end-user charges for the calls are the responsibility of Carrier.

2.5 Service Methods Bell Atlantic agrees to provide Services in accordance with Bell Atlantic's service standards and methods. Bell Atlantic will notify Carrier in writing of any significant policy changes to operator services or directory assistance standards and methods prior to implementation.

2.6 Customized Service Features and Options Carrier may request custom-designed service features or optional services to be provided in conjunction with the Services hereunder. Upon mutual agreement of the parties, such features and options will be provided pursuant to this Agreement. Bell Atlantic, if requested, shall provide Carrier with an estimate of the charges for such custom-designed supplements, changes, or options prior to implementation.

3. COMMENCEMENT AND IMPLEMENTATION OF SERVICE

3.1 Required Information Each party shall make good-faith efforts to carry out its respective responsibilities in meeting a jointly established schedule for implementation. All records and other required information specified in Appendix C, as well as a fully completed Technical Questionnaire, will be furnished by Carrier within forty-five (45) days following the effective date of this Agreement. Notices of any changes, additions, or deletions to such records and information shall be provided promptly in writing by Carrier to Bell Atlantic. Bell Atlantic will review these change requests and determine any potential impact on the cutover date. Written confirmation of any impact will be provided to Carrier.

3.2 Test Date Bell Atlantic and Carrier will arrange for joint testing of Service(s) for Carrier's local exchange customer in the LATA(s) designated in Section 1.1. This Test Date will occur within ninety (90) days after Carrier has provided a complete and accurate Technical Questionnaire to Bell Atlantic, unless mutually agreed otherwise.

3.3 Cutover Date The Cutover Date for Service(s) provided under this Agreement shall be the date on which the Service(s) are available to all of Carrier's local exchange customers in the LATA(s) designated in Section 1.1.

3.4 Service Review Meetings Bell Atlantic will meet and confer with Carrier during the term of this Agreement to review and discuss the Services provided under this Agreement. The times for meetings will be established by mutual agreement of the parties.

4. EQUIPMENT AND FACILITIES

4.1 Bell Atlantic will establish and maintain such equipment and related facilities as may be necessary to perform the Services under this Agreement, provided that Carrier furnishes Bell Atlantic the information specified in Appendix C, and any changes in such information, in a timely and accurate manner. Any additional services that Carrier seeks during the term of this Agreement will be subject to mutual agreement and the availability of facilities and equipment.

4.2 Carrier will provide and maintain such equipment within its premises as is necessary to permit Bell Atlantic to perform the agreed-upon Services in accordance with Bell Atlantic standard equipment operation and traffic operation procedures.

4.3 Carrier Transport

a) Carrier shall, at its expense, arrange for and establish the trunking and other transport, interface, collocation, and signaling arrangements as required by Bell Atlantic to provide Services to Carrier, including but not limited to, the transportation of DA/OS traffic to the Bell Atlantic designated switches for processing and from the same switches for completion. Separate dedicated trunks for each NPA and/or LATA may be required. Any trunks or other transport and that Carrier obtains from Bell Atlantic to deliver Carrier's calls to and from Bell Atlantic shall be provided pursuant to the applicable tariffs, Interconnection Agreement, or other contractual arrangements, and not under this Directory Assistance and Operator Services Agreement. Bell Atlantic agrees to coordinate the scheduling of Services to be provided under this Agreement with the scheduling of any trunking or related services provisioned by Bell Atlantic under such tariffs or other contractual arrangements.

b) Carrier shall specify the number of trunks required for Services. Carrier must provide trunks with operator services signaling directly to the locations designated by Bell Atlantic. Bell Atlantic shall provide Carrier at least three (3) months advance notice in the event of any change in a designated location.

5. PAYMENT FOR SERVICES

5.1 Rates Carrier agrees to subscribe to and pay for the Services and options selected in Appendix A. Carrier shall pay the rates set forth in Appendix A, subject to such obligations as Bell Atlantic may have under the Telecommunications Act of 1996, and the FCC and state regulations and decisions thereunder, to set cost-based rates for unbundled network elements. Specifically, when a regulatory body of competent jurisdiction has duly approved the rates under which Bell Atlantic is required to provide Services to competitive local exchange carriers (hereinafter referred to as "Carrier rates"), Bell Atlantic shall charge, and Carrier shall pay, such Carrier rates for the applicable Services.

5.2 Settlements Carrier shall render payment to Bell Atlantic net thirty (30) calendar days from the date of delivery of the Services or from the date of billing for the Services, whichever occurs later. Carrier shall pay interest on any amount overdue at the rate specified for late payments in the Interconnection Agreement between Bell Atlantic and Carrier.

5.3 Billing Disagreements Carrier may, in good faith, dispute part or all of an invoice provided by Bell Atlantic. Billing disputes will be resolved by the method specified in the Interconnection Agreement between Bell Atlantic and Carrier.

5.4 Taxes The rates specified in this Agreement are exclusive of all taxes, duties, or similar charges imposed by law. Carrier shall be liable for and shall reimburse Bell Atlantic for any sales, use, excise, or other taxes applicable to the Services performed under this Agreement.

5.5 Carrier's Customers Carrier shall be responsible for all contacts and arrangements with its customers concerning the provision and maintenance, and the billing and collection, of charges for Services furnished to Carrier's customers.

6. DEFAULTS AND REMEDIES

6.1 Defaults If Carrier defaults in the payment of any amount due hereunder, or if Bell Atlantic materially fails to provide Services as agreed hereunder, and such default or failure shall continue for thirty (30) days after written notice thereof, the other party may terminate this Agreement with thirty (30) days written notice.

6.2 Carrier Remedies In the event that Bell Atlantic, through negligence or willful misconduct, fails to provide the Services selected and contracted for under this Agreement, Bell Atlantic shall pay Carrier for Carrier's direct damages resulting from such failure, up to an amount not to exceed the charges payable under this Agreement for the Services affected.

6.3 Discontinuance by Carrier

a) If Carrier terminates this Agreement prior to the Cutover Date, Carrier shall pay Bell Atlantic the sum of twenty-five thousand dollars (\$25,000) per discontinued service for each affected LATA.

b) In the event that Carrier discontinues using Services, either in part or in whole, prior to expiration of the then current term and such discontinuance is not due to Bell Atlantic's material failure to provide Services, Carrier shall pay Bell Atlantic an amount equal to the average monthly charges for the six (6) month period immediately preceding the discontinuance multiplied by the number of months remaining in the then-current term. If Services have been provided for a period of less than six (6) months, Carrier shall pay the charges for the month with the highest usage multiplied by the number of months remaining in the then-current term.

6.4 Other Remedies THE EXTENT OF LIABILITY ARISING UNDER THIS AGREEMENT SHALL BE LIMITED AS DESCRIBED IN SECTIONS 6.1, 6.2 AND 6.3 ABOVE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY OTHER LOSS, COST, CLAIM, INJURY, LIABILITY, OR EXPENSE RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, WHETHER RECOVERY IS SOUGHT IN TORT, CONTRACT, OR OTHERWISE, EVEN IF EITHER PARTY HAD NOTICE OF SUCH DAMAGES.

7. CONFIDENTIAL INFORMATION

7.1 Confidentiality The parties agree that all confidential and proprietary information that is marked as specified in Section 7.2 and that is disclosed by either party to the other party for the purposes of this Agreement, including rates and terms, shall be treated as confidential unless (a) such information was previously or becomes known to the receiving party free of any obligation to keep it confidential, (b) has been or is subsequently made public by the disclosing party, or (c) is required to be disclosed by law. The receiving party shall not, except in the performance of the Services under this Agreement or with the express prior written consent of the other party, disclose or permit access to any confidential information to any other parties. The parties agree to advise their respective

employees, agents, and representatives to take such action as may be advisable to preserve and protect the confidentiality of such information.

7.2 Marking of Confidential Information All information the disclosing party considers proprietary or confidential, if in writing or other tangible form, shall be conspicuously labeled or marked as “Proprietary” and/or “Confidential” and, if oral, shall be identified as proprietary at the time of disclosure and promptly confirmed in writing. Either party shall have the right to correct any inadvertent failure to designate information as proprietary by written notification within ten (10) days following disclosure.

8. RELATIONSHIP OF THE PARTIES

8.1 Independent Contractors Bell Atlantic and Carrier shall be independent contractors under this Agreement, and all services under this Agreement shall be performed by Bell Atlantic as an independent contractor and not as an agent of Carrier.

8.2 Responsibility for Employees and Agents All persons furnished by Bell Atlantic shall be considered solely Bell Atlantic’s employees or agents, and Bell Atlantic shall be responsible for compliance with all laws, rules, and regulations relating to such persons including, but not limited to, hours of labor, working conditions, workers’ compensation, payment of wages, benefits, unemployment, social security and other payroll taxes. Each party’s employees and agents, while on premises of the other, shall comply with all rules and regulations, including any applicable security procedures and safeguarding of confidential data.

9. GENERAL CONDITIONS

9.1 Assignment Neither party may assign or delegate its rights and obligations under this Agreement without the prior written consent of the other party, except that either party may assign this Agreement, without such consent, to its parent, affiliate or subsidiary, provided that the assignee has the resources, legal authority, and ability to perform all terms of this Agreement. Thirty (30) days advance notice of such assignment shall be provided to the other party.

9.2 Choice of Law The validity, construction and performance of this Agreement shall be governed by the laws of the State of Delaware.

9.3 Compliance with Laws Each party shall comply with all applicable federal, state, county and local laws, ordinances, regulation, rules and codes in the performance of this Agreement. Neither party shall be liable to the other for termination of this Agreement or any services to be provided hereunder necessitated by compliance with any law, rule, regulation or court order of a duly authorized governmental body.

9.4 Contingency Neither party shall be held responsible or liable to the other for any delay or failure in performance caused by fires, strikes, embargoes, requirements imposed by Government regulation, civil or military authorities, act of God or by the public enemy, or other causes beyond the control of Carrier or Bell Atlantic. If such a contingency occurs, the party injured by the other's inability to perform may either: a) terminate the affected services or part thereof not already rendered; or b) suspend the affected services or part thereof for the duration of the delaying cause and resume performance once the delaying causes cease.

9.5 Licenses No licenses, expressed or implied, under any patents, copyrights, trademarks or other intellectual property rights are granted by Bell Atlantic to Carrier under this Agreement.

9.6 Notices Except as otherwise specified in this Agreement, any notice required or permitted under this Agreement shall be in writing and shall be given to the other party at the address designated below by hand delivery, registered return-receipt requested mail, or nationally recognized courier service:

For Bell Atlantic:

For Carrier:

The above addresses may be changed by giving thirty (30) calendar days prior written notice as prescribed above. Notice shall be deemed to have been given or made on the date of delivery if received by hand, or express courier, and three (3) days after delivery to the U.S. Postal Service, if mailed.

9.7 Publicity Bell Atlantic and Carrier agree not to publish any advertising, sales promotions, or press releases that promote or otherwise relate to the services provided under this Agreement and include the other party's name, logos, trademarks, or service marks, unless it obtains the other party's prior written consent, except that either party may disclose the fact that Bell Atlantic provides directory assistance and/or operator services to Carrier without such prior review or approval.

9.8 Severability If any provision of this Agreement or the application of any provision shall be held by a tribunal of competent jurisdiction to be contrary to law or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

9.9 Survival All obligations hereunder, incurred by either Bell Atlantic or Carrier prior to the cancellation, termination, or expiration of this Agreement shall survive such cancellation, termination or expiration.

9.10 Captions and Section Headings The captions and section headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.

9.11 Duplicate Originals This Agreement may be executed separately by the parties in one or more counterparts. Each duplicate executed shall be deemed an original, and all together shall constitute one and the same document.

9.12 Entire Agreement The terms and conditions of this Agreement, including the Appendices attached to this Agreement, constitute the entire Agreement between Bell Atlantic and Carrier relating to the subject matter of this Agreement, and supersede any and all prior or contemporaneous understandings, promises or representations, whether written or oral, between the parties relating to the subject matter of this Agreement. Any waiver, modification or amendment of any provision of this Agreement, or of any right or remedy hereunder, shall not be effective unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties agree that the effective date of this Agreement is the date first written above, and each party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

FOR BELL ATLANTIC:

FOR CARRIER:

Name: _____

Name: _____

Title: _____

Title:

Signature: _____

Signature: _____

Date: _____

Date: _____

APPENDIX A TO EXHIBIT C

INTRALATA OPERATOR SERVICES CALL TYPES

IntraLATA Operator Services may include the following:

- a. Calling Card
 - (i) *Live*: Bell Atlantic operator keys the calling card number and call details into the system, secures validation, and releases the call to the network.
 - (ii) *Automated*: Caller keys the calling number and call details in response to automated prompts. Bell Atlantic secures validation and releases the call to the network.
- b. Collect
 - (i) *Live*: Bell Atlantic operator obtains the calling party's name, keys the call details if necessary, announces the call to the called party, waits for acceptance, and releases the call to the network.
 - (ii) *Automated*: Caller provides name and call details. Bell Atlantic's automated system obtains called party's consent and releases the call to the network.
- c. Billed To A Third Party
 - (i) *Live*: Bell Atlantic operator requests the calling party's name, keys the call details if necessary, calls the third party to verify acceptance of billing, and upon acceptance, releases the call to the network.
 - (ii) *Automated*: Caller provides name, call details, and billing number. Bell Atlantic's automated system verifies billed number and releases the call to the network.
- d. Person-to-Person

Bell Atlantic operator requests the person or department the calling party has specified, ensures the appropriate party has been reached (person or department), and releases the call to the network.
- e. Miscellaneous Call Assistance (Live)
 - (i) 0- Calls: Bell Atlantic operator provides caller with dialing instructions or assistance, transfers emergency calls, or refers questions to the business office or repair service.

- (ii) Dialing Assistance & Intervention: Bell Atlantic operator dials a number for a caller who is unwilling to dial directly or is encountering trouble (such as wrong number, poor transmission, or cutoff), and who requests a credit or reconnection.
 - (iii) Time and Charges: Bell Atlantic operator provides caller with time and charges at the end of conversation, if requested.
 - (iv) Individuals with Disabilities: Bell Atlantic operator assists a caller requiring dialing assistance due to a disability.
- f. Busy-Line Verification
Bell Atlantic operator determines if the number specified by the customer is in use, idle, or out of order. Appropriate facilities and equipment may be required from the Carrier to enable verification of Carrier's lines.
- g. Customer-Requested Interrupt
At the caller's request, Bell Atlantic operator interrupts conversation in progress on a line that is in use, as verified through Busy-Line Verification.
- h. Operator Number Identification (ONI) Requests
Bell Atlantic operator requests the calling telephone number, keys the number into the system for identification, and releases the call for processing.
- i. Automated Coin Toll Service (ACTS)
Bell Atlantic will provide automated messages for intraLATA toll calls that originate from coin phones. The messages will prompt callers for the correct change and record the change upon deposit. If a caller fails to deposit the correct amount within the time threshold (set by Bell Atlantic), the call will default to a live operator.
- j. Validation Services
Bell Atlantic will launch queries for the validation of all calling card calls, collect calls, and billed-to-third number calls to a Line Information Data Base (LIDB). The validation costs for queries of LIDB may be separate from the individual call rates. Bell Atlantic will also launch queries for validations to another company's LIDB if that company has a card honoring agreement with Bell Atlantic.

APPENDIX A

REQUIRED INFORMATION

Cox shall furnish BA-RI all information required by BA-RI to establish and maintain the Services to be provided to Cox, including a completed Technical Questionnaire. Such required information includes, but is not limited to, the following:

1. Central office exchange names
2. Usage forecasts
3. Local central office characteristics
4. Trunking arrangements and trunk group types
5. Emergency reporting system and procedures
6. Business office information
7. Repair service information
8. Name and address request information
9. Tariffs and rate information
10. Customer dialing capabilities
11. Access to EMR records
12. Desired branding announcement (if applicable)
13. Cox's estimated start date of Services
14. Trunking and translations information

APPENDIX B

OPTIONAL SERVICE SELECTION FORM

SERVICE	MINIMUM SERVICE PERIOD	CHARGE	SERVICE SELECTION
Directory Assistance Call Completion	12 months	\$.27/call	Yes <input type="checkbox"/> No <input type="checkbox"/>